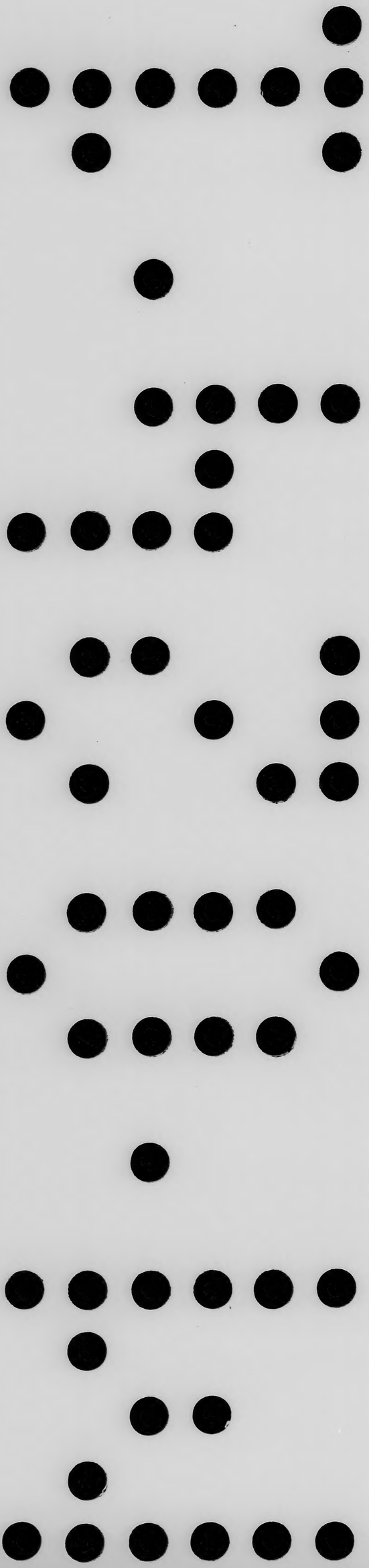

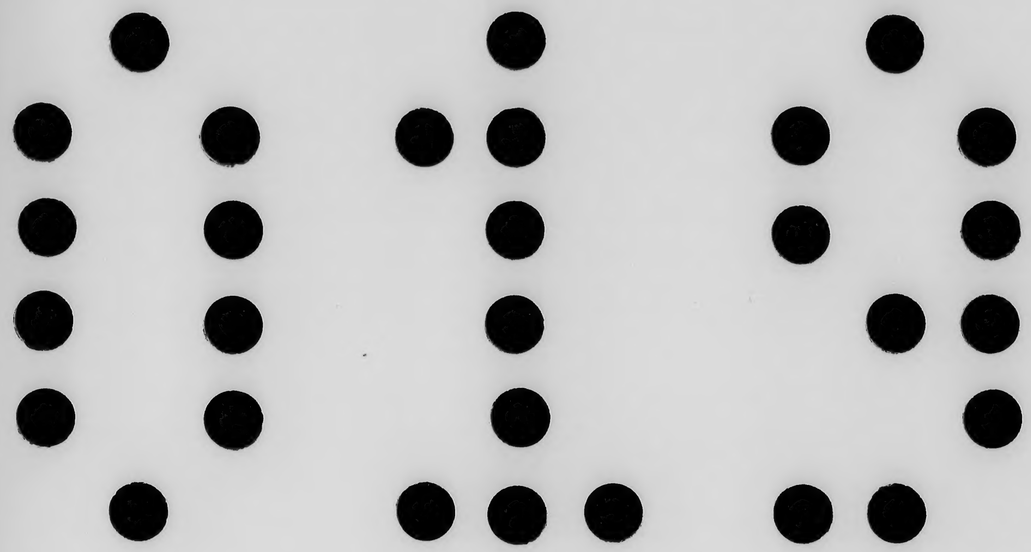

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BUNCOMBE COUNTY
CITY OF ASHEVILLE
COUNCIL MINUTES

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[illegible]				
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[illegible]	5	8	220	220

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D. M. Nicholson, C. Y. Elkins, H. L. Chatham, W. H. Elkins, H. N. McFalls, J. B. Mason, J. M. Liverett, J. O. McMahan, Trustees of The Elkins Gospel Mission				
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[illegible]

[illegible]

August 24, 1944 - - 4:[illegible] P. M.

The City Council met in regular session Thursday, August 24, 1944 at 4:[illegible] P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen Eller, J. E. Divelbiss, Jr., C. Fred Brown, Holmes Bryson, City Manager, P. M. Burdette, Corporation Counsel, Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

A copy of the Annual Report of the Negroe Recreation Program for the fiscal year June 1, 1943 to June 30, 1944 was presented to the Council by [illegible]. Moore, Director. City Manager, P. M. Burdette praised Moore for the fine work he is doing.

There being no further business the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

August 31, 1944 - - 4:[illegible] P. M.

Because of lack of a quorum, no meeting of the City Council was held on the above date.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

September 7, 1944 - - 4:[illegible] P. M.

The City Council met in regular session Thursday, September 7, 1944 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen Eller, J. E. Divelbiss, Jr., C. Fred Brown, Holmes Bryson, O. E. Starnes, H. M. Felder, City Manager, P. M. Burdette, Corporation Counsel, Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

[illegible] SALE

Upon Motion of Councilman C. Fred Brown, seconded by Councilman O. E. Starnes, the following resolution was unanimously adopted.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY BELONGING TO THE CITY OF ASHEVILLE TO BE SOLD AT PUBLIC AUCTION

WHEREAS, the City Council of the City of Asheville deems it advisable to sell at public auction some of its property held in fee simple; and

WHEREAS, it is the opinion of the City Council that said property should be sold for the best interests of the city and the public generally, and that same should be sold at the Court House door at public auction, the city reserving the right to reject any and all bids;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager be and he is hereby authorized to advertise for sale according to law the following property:

220 acres of cut-over vacant mountain land on road between Black Mountain and Bat Cave, approximately 12 miles from Black Mountain. Known in that section as the Harry Logan tract, and being in Broad River Township. Lots 183 and 184, Sheet 13, Haw Creek Ward.

I Move the adoption of the foregoing resolution.

C. Fred Brown
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 7th day of September, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:
Philip C. Cocke Jr.
CORPORATION COUNSEL

Upon motion of Councilman H. M. Felder, seconded by Councilman C. Fred Brown the following resolution was unanimously adopted.

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO GEORGIA BRADLEY

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the year 1926; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, Georgia Bradley has obtained a quit-claim deed from the owner of said property; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SUBMT	WARD	MAKE DEED TO
[illegible]	J. E. Burnett	83	9	3	Georgia Bradley

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read, approved and adopted, this 7th day of September, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Claim of Asheville Union Bus Station, Inc. for property damage was filed by T. A. Uzzell, Jr. attorney for the claimant and was referred to the City Manager and Corporation Counsel.

NORTH CAROLINA

BUNCOMBE COUNTY

ASHEVILLE UNION BUS STATION, INC.	:	
V.	:	NOTICE AND DEMAND
City of Asheville	:	

TO THE HONORABLE MAYOR, CITY MANAGER AND MEMBERS OF THE COUNCIL OF THE CITY OF ASHEVILLE:

Notice is hereby given that the Asheville Union Bus Station, Inc., a North Carolina corporation, with its principal place of business in the City of Asheville, North Carolina, makes claim against the City of Asheville, a municipal corporation, in the sum of $4,000.00, with interest on said sum from the date of the occurence of the acts hereinafter mentioned, for damages sustained by claimant as a result of the negligent maintenance and repair of a City water main located under [illegible] Coxe Avenue in the City of Asheville, resulting in water seepage and damage to the building and business of the claimant, Asheville Union Bus Station, Inc. The acts of negligence herein complained of occurred during the month of November, 1943, and shortly prior to said date.

This the 7th day of September, 1944.

T. A. Uzzell, Jr.
ATTORNEY FOR CLAIMANT

There being no further business the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

Thursday, September 14, 1944 - - 4:30 P. M.

The City Council met in regular session Thursday, September 14, 1944 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen Eller, H. M. Felder, C. Fred Brown, O. E. Starnes, City Manager, P. M. Burdette, Corporation Counsel, Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

[illegible]

Resolution authorizing the Mayor to execute quit-claim deed to Mrs. Pearl Bernard was upon motion of Councilman Felder, seconded by Councilman Starnes unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO MRS. PEARL BERNARD

WHEREAS, by survey of Charles H. Neal, surveyor, dated August 28, 1944 and confirmed by C. D. Ives, Acting City Engineer, it appears that a certain house owned by Mrs. Pearl Bernard encroaches upon 7.7 feet of that certain dead-end alley in the City of Asheville more particularly described in said survey; and

WHEREAS, in view of these facts it seems that it would not be detrimental to the City of Asheville's interests to quit-claim for the purpose of clearing title to Mrs. Bernard that certain 7.7 feet;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized to execute quit-claim deed to Mrs. Pearl Bernard the 7.7 feet as per survey of Charles H. Neal dated August 28, 1944.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 14 day of September, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing the Mayor to execute quit-claim deeds to Herbert C. Allen and Edwin Allen, doing business as Allen Asheville Transfer & Storage Co., and W. K. Dalton and wife, Minnie Dalton, was upon motion of Councilman Starnes, seconded by Councilman Eller unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO HERBERT C. ALLEN AND EDWIN ALLEN, DOING BUSINESS AS ALLEN ASHEVILLE TRANSFER & STORAGE CO., AND W. K. DALTON AND WIFE, MINNIE DALTON

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, Herbert C. Allen and Edwin Allen have obtained a quit-claim deed from the City of said property, and W. K. Dalton and wife have a deed from the County of Buncombe; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNERS	LOTS	SHEETS	WARDS	MAKE DEEDS TO
[illegible]	The Florence Co.	355	6	4	Herbert C. Allen and Edwin Allen, doing business as Allen Asheville Transfer & Storage Co.
[illegible]	[illegible] C. Belvar	138	6	6	W. K. Dalton & wife, Minnie Dalton

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 14th day of September, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

PHILIP C. Cocke, Jr.
CORPORATION COUNSEL

[illegible] MAILING

Ordinance #296, entitled "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1944-45" was unanimously passed on its first reading with the following vote:

Councilman Eller voted "aye" Councilman Brown voted "aye"
Councilman Felder voted "aye" Councilman Starnes voted "aye"
Mayor Lee voted "aye"

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

Thursday, September 21, 1944--1:[illegible] P. M.

Because of lack of a quorum, the regular meeting of the City Council was not held on September 21, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

Thursday, September 21, 1944--1:[illegible] P. M.

The City Council met in regular session Thursday, September [illegible], 1944 at [illegible] P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen Eller, J. D. Rivelbiss, Jr., J. Brown, Holmes Bryson, O. E. Starnes, E. W. Felder, City Manager, J. L. Purdette, Corporation Counsel, Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

[illegible]

Ordinance #296, entitled "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1944-45" was unanimously passed on its second reading with the following vote:

Councilman Eller voted " aye" Councilman Starnes voted "aye"
Councilman Felder voted " aye" Councilman Bryson voted "aye"
Councilman Brown voted "aye" Councilman Rivelbiss voted "aye"
Mayor Lee votod "aye"

[illegible]

Resolution authorizing Mayor to execute quit-claim deeds to Mrs. Russell Hensley; Mrs. Viola T. Norman; and Moody Brigman; and Emerson Eve, was upon motion of Vice-Mayor Rivelbiss, seconded by Councilman Starnes unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO MRS. RUSSELL HENSLEY; MRS. VIOLA T. NORMAN; AND MOODY BRIGMAN; and EMERSON EVE

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the year 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNERS	LOTS	SHEETS	WARDS	MAKE DEEDS TO
1674	C. B. Cathey	169	12	5	Mrs. Russell Hensley
1886	Roy E. Henry	9	10	5	Mrs. Viola T. Norman
2396	Mrs. J. Frank Phillips	205	1	6	Moody Brigman
749	Julia D. Lyman	23½	9	3	Emerson Eve

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

J. D. Rivelbiss, Jr.
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 28 day of September, 1944.

L. Lyons Lee
MAYOR

APPROVED AS TO FORM:
Philip C. Cocke, Jr.
CORPORATION COUNSEL

Joyce M. Wells
CITY CLERK

[illegible] of Councilman Starnes, seconded by Councilman Divelbiss, the following [illegible] was unanimously adopted.

[illegible] RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY [illegible] SALE

WHEREAS, the City Council of the City of Asheville has certain offers for lot [illegible], [illegible] Ward, being known as [illegible] Boston Way; and

WHEREAS, the City Council of the City of Asheville deems it advisable to sell [illegible] property at auction to the last and highest bidder;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager is hereby authorized and empowered to advertise said property for sale according to law. The City of Asheville reserves the right to reject any and all bids.

I move the adoption of the foregoing resolution.

C. E. Starnes
COUNCILMAN

SECONDED BY: J. E. Divelbiss, Jr.
COUNCILMAN

Read, approved and adopted this 28th day of September, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Upon motion of Councilman Starnes, seconded by Councilman Divelbiss, the following resolution was unanimously adopted.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY BELONGING TO THE CITY OF ASHEVILLE TO BE SOLD AT PUBLIC AUCTION

WHEREAS, the City Council of the City of Asheville deems it advisable to sell at public auction some of its property held in fee simple; and

WHEREAS, it is the opinion of the City Council that said property should be sold for the best interests of the City and the public generally, and that same should be sold at the Court House door at public auction, the city reserving the right to reject any and all bids;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager be and he is hereby authorized to advertise for sale according to law the following property:

16 3/4 acres on Cedar Cliff Mountain owned by the City of Asheville, formerly owned by E. L. Owenby, description of which is to be made from plat of T. A. Cox, Jr., County Surveyor, February 10, 1923.

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

SECONDED BY: J. E. Divelbiss, Jr.
COUNCILMAN

Read, approved and adopted, this 28th day of September, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
City Clerk

APPROVED AS TO FORM:
Philip C. Cocke, Jr.
Corporation Counsel

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

Thursday, October 5, 1944--4:30 P. M.

The City Council met in regular session Thursday, October 5, 1944 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen E. W. Eller, Holmes Bryson, O. E. Starnes, H. M. Felder, City Manager, P. M. Burdette, Corporation Counsel, Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

ORDINANCE 296 - ADOPTING [illegible] AND APPROPRIATING [illegible] BUDGET ON ITS THIRD AND FINAL READING

Ordinance #296, entitled "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1944-45" was unanimously passed on its third and final reading with the following vote:

Councilman Eller voted "aye" Councilmen Bryson voted "aye"
Councilman Felder voted "aye" Councilman Starnes voted "aye"
Mayor Lee voted "aye"

ORDINANCE NO. 296

AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1944-45.

WHEREAS, on the 10th day of August, 1944 the City Council of the City of Asheville adopted an operating budget in the amount of $972,058.72 with a debt service of $604,449.00, making a total appropriation of $1,577,507.72;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the following operating budget is hereby adopted and the amounts indicated herein appropriated for the operation of the different departments of the City of Asheville for the fiscal year beginning July 1, 1944 and ending June 30, 1945, inclusive:

(a) General Government	$115,176.30
(b) Law	15,570.00
(c) Finance	19,450.00
(d) Public Welfare	41,379.50
(e) Public Safety	255,400.16
(f) Libraries	24,745.20
(h) Public Works	207,336.96
(i) Parks and Playgrounds	49,133.90
(l) Water Department	243,866.70
Total operating	972,058.72
Debt Service	
Principal and Interest	
General Refunding Bonds - Series 1	393,644.00
General Refunding Bonds - Series 2	11,805.00
Water Refunding Bonds	200,000.00
Total	605,449.00
Total Appropriations	1,577,507.72

Section 2. That a tax rate of $1.53 per $100.00 valuation upon all property of every nature within the corporate limits of the City of Asheville (.7928 per $100.00 valuation for operating expenses, and .7372 per $100.00 valuation for debt service) be and the same is hereby levied, and ordered to be collected in accordance with law for the fiscal year 1944-45 as aforesaid.

Section 3. That the Director of Finance of the City of Asheville is hereby authorized to make the expenditures for the operation of the departments of the City of Asheville and debt service in accordance with the budget adopted and approved as aforesaid.

Section 4. If and in the event more net revenue shall be realized in the Water Department than has been allocated for debt service, as set out in this budget, then such additional net revenue is hereby allocated to the debt service, not however to exceed twenty-five thousand dollars.

I move the adoption of the foregoing ordinance, this 14 day of September, 1944.

E. W. Eller
COUNCILMAN

SECONDED BY: O. E. Sternes
COUNCILMAN

Read, approved and adopted, this 5th day of October, 1944 to become effective 21st day of October, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

[illegible]

Upon motion of Councilman Felder, seconded by Councilman Eller, the following resolution was unanimously adopted.

RESOLUTION AUTHORIZING THE ISSUANCE OF TAX ANTICIPATION NOTES OF THE CITY OF ASHEVILLE IN THE SUM NOT EXCEEDING $ 215,000.00.

WHEREAS, by Section 2932 of the Consolidated Statutes of the State of North Carolina the City of Asheville is authorized and empowered to borrow money for the purpose of meeting appropriations made for the current fiscal year in anticipation of the collection of the taxes and revenue of such fiscal year, and within the amount of such appropriation; and

WHEREAS, it is now necessary that the City of Asheville shall borrow Two Hundred and Fifteen Thousand Dollars to meet appropriations made for the current fiscal year; and

WHEREAS, funds are now available for loans to the City of Asheville in the Revolving Fund under supervision of the Sinking Fund Commission for Buncombe County;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

1. Subject to approval by the Local Government Commission of North Carolina and in accordance with the provisions of the Municipal Finance Act and the Local Government Act and other statutes applicable in the premises, the City of Asheville forthwith issue negotiable Tax Anticipation Notes in the total sum of Two Hundred and Fifteen Thousand Dollars as follows: Four notes in the sum of Fifty Thousand Dollars each and one note in the sum of Fifteen Thousand Dollars; that such notes shall mature not later than October 10, 1944; and shall bear interest payable at maturity at a rate not in excess of three per cent.

2. That the Mayor and City Clerk be jointly authorized to fix the rate of interest within the limitations herein prescribed; and to fix the form of the said notes; and to sign the said notes and affix thereto the corporate seal of the City of Asheville; and to dispose of the said notes in accordance with law.

3. That the said notes shall be approved by the Corporation Counsel for the City of Asheville and his written approval indorsed thereon before issue.

BE IT FURTHER RESOLVED that the full faith and credit of the City of Asheville be and they are hereby pledged for the punctual payment of the principal of and interest on this note in accordance with its terms.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 5th day of October, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

[illegible]

Resolution appointing a boxing commission for the City of Asheville was upon motion of Councilman Eller, seconded by Councilman Felder unanimously adopted as follows:

RESOLUTION APPOINTING A BOXING COMMISSION FOR THE CITY OF ASHEVILLE

WHEREAS, under the Private Laws of 1929, Chapter 156, passed by the General Assembly of North Carolina and ratified on the 12th day of March, 1929, and amendments thereto, there is established a Boxing Commission for the City of Asheville; and

WHEREAS, the term of office of the men named in said Chapter, and their successors, having expired; and

WHEREAS, it is the opinion of the City Council that a Boxing Commission should be named for the City of Asheville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That Mr. Paul F. Pittillo, Mr. J. Y. Jordan, Jr., and Mr. Clarence H. Crawford are hereby appointed and elected as the Boxing Commission for the City of Asheville for a period of two years, or tunil their successors are named.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 5th day of October, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

[illegible]

Resolution authorizing Mayor to execute quit-claim deed to T. O. Ferguson and wife, Rena Ferguson was upon motion of Councilman Eller, seconded by Councilman Felder unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO T. O. FERGUSON AND WIFE, RENA FERGUSON

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the year 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
1674	S. B. Cathey	270	12	5	T. O. Ferguson and wife Rena Ferguson

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 5th day of October, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Claim of damage to property of S. B. Penick & Company was filed by J. W. Pless, Attorney for the claimant and referred to the City Manager and Corporation Counsel.

TO THE HONORABLE MAYOR AND CITY COUNSEL
City of Asheville
Asheville, N. C.

The undersigned claimant gives notice of claim of damage to its property on July 19, 1944 located at 497 Broadway in this City, by having flood waters backed in to its building, located as above, by which valuable and practically irreplaceable crude drugs were destroyed and others damaged of the value of two thousand dollars which amount is claimed.

The injury was caused by the failure of the City to provide reasonable culverts and drainage for the locality of Claimant's property as it was required to do, which brought about this injury.

This the 5th day of October, 1944.

S. B. PENICK & COMPANY

By J. W. Pless
Attorney

JWP:lb

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

October 12, 1944 - - 4:[illegible] P. M.

Because of lack of a quorum, no meeting of the City Council was held on the above date.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

Thursday, October 19, 1944 --4:30 P. M.

The City Council met in regular session Thursday, October 19, 1944 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen E. W. Eller, Holmes Bryson, O. M. Starnes, H. M. Felder, J. E. Divelbiss, Jr., City Manager, P. M. Burdette, Corporation Counsel, Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

[illegible]

Resolution authorizing City Manager to execute lease with General Outdoor Advertising Company was upon motion of Councilman Divelbiss, seconded by Councilman Felder unanimously passed as follows:

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE LEASE WITH GENERAL OUTDOOR ADVERTISING COMPANY

WHEREAS, the City Manager has entered into a tentative agreement with the General Outdoor Advertising Company to place a certain sign board on a certain lot designated in said lease; and

WHEREAS, the City Council of the City of Asheville approves said lease with the General Outdoor Advertising Company;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager is hereby authorized and instructed to enter into said lease with the General Outdoor Advertising Company, the lease in question being attached hereto and made a part of this resolution.

I move the adoption of the foregoing resolution.

J. E. Divelbiss, Jr.
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 19th day of October, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

STATE OF NORTH CAROLINA,

COUNTY OF BUNCOMBE

L E A S E

This LEASE, entered into this the 1st day of October, 1944 by and between the CITY OF ASHEVILLE, party of the first part, and GENERAL OUTDOOR ADVERTISING COMPANY, part of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part, for and in consideration of the sum of $12.50 to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, that property known as lot 106, sheet 4, ward 4. This lease is made for the specific purpose of allowing the party of the second part to erect and maintain on said property one panel signboard.

It is agreed between the parties hereto that if the party of the first part, through its authorized agent, should deem it necessary to use the above mentioned lot for other purpose, this lease shall then be void.

It is further agreed between the parties hereto that for the panel signboard the lessee party of the second part, shall pay to the party of the first part the sum of $12.50 per year.

This lease shall be in force and effect for a period of one year from this date with the exception above made.

CITY OF ASHEVILLE

By L. Lyons Lee
MAYOR

GENERAL OUTDOOR ADVERTISING COMPANY

By _____

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing Mayor to execute quit-claim deed to William M. Whitaker and wife, Nancy Jane Whitaker was upon Motion of Councilman Bryson, seconded by Councilman J. E. Divelbiss, Jr., unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO WILLIAM M. AND WIFE, NANCY JANE WHITAKER

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the year 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
1545	R. P. Ashworth	306	2	5	William M. Whitaker and wife, Nancy Jane Whitaker

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

Holmes Bryson
COUNCILMAN

SECONDED BY: J. E. Divelbiss, Jr.
COUNCILMAN

Read, approved and adopted, this 19th day of October, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Brown, seconded by Councilman J. E. Divelbiss, Jr. unanimously adopted as follows:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY BELONGING TO THE CITY OF ASHEVILLE TO BE SOLD AT PUBLIC AUCTION

WHEREAS, the City Council of the City of Asheville deems it advisable to sell at public auction some of its property held in fee simple; and

WHEREAS, it is the opinion of the City Council that said property should be sold for the best interests of the city and the public generally, and that same should be sold at the Court House door at public auction, the city reserving the right to reject any and all bids;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager be and he is hereby authorized to advertise for sale according to law the following property;

Lots 6, 7, 9, 10, 11, 12, 15, 16, 19, 24, 25, 30, 31, 33, 34, 36 of Block A; Lots 22, 24, 26, 28, 30, 31, 33, 36, 37, 39, 40, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, of Block B; Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, of Block C; Lots 6, 7, 14, 15, 16, 17, 18, 19 of Block E; of a plat of Biltmore Terrace, which plat is recorded in the office of the Registor of Deeds for Buncombe County, N. C. in Book of Plats 12 at page 73.

I move the adoption of the foregoing resolution.

C. Fred Brown
COUNCILMAN

SECONDED BY: J. E. Divelbiss, Jr.
COUNCILMAN

Read, approved and adopted, this 19th day of October, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

RESOLUTION- QUIT-CLAIM DEED TO W. E. RANKIN AND WIFE, VIRGINIA S. RANKIN, E. R. RANKIN AND WIFE, ELIZABETH S. RANKIN, GRACE R. BRANCH AND J. GUY RANKIN

Resolution authorizing mayor to execute quit-claim deed to W. E. Rankin and wife, Viringia S. Rankin, E. R. Rankin and wife, Elizabeth S. Rankin, Grace R. Branch and J. Guy Rankin, was upon motion of Councilmen Starnes, seconded by Councilman Brown unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO W. E. RANKIN AND WIFE, VIRGINIA S. RANKIN, E. R. RANKIN AND WIFE, ELIZABETH S. RANKIN GRACE R. BRANCH AND J. GUY RANKIN

WHEREAS, Arthur E. Rankin was one of the heirs of the estate of the late deceased J. E. Rankin; and

WHEREAS, Arthur E. Rankin is now deceased, and his interest in the estate of his father, J. E. Rankin, has been transferred to the other heirs; and

WHEREAS, the Rankin estate having purchased from the Board of Financial Control certain interests held by Arthur E. Rankin, and in order to clear the title to the property mentioned herein it is desired by the heirs that a quit-claim deed from the City of Asheville be secured;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor be and he is hereby authorized to execute quit-claim deed to W. E. Rankin and wife, Virginia S. Rankin, E. R. Rankin and wife, Elizabeth S. Rankin, Bruce R. Branch and J. Guy Rankin for the following described property:

Being all of Lot #23 and the northern 12.7 feet of Lot #22 of a plat of the Woodfin property, which plat is recorded in the Buncombe County Register's Office in Deed Book 71 at page 495, except so much of said lots as has been used for street widening purposes.

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read, approved and adopted, this 19th day of October, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

[illegible]

Claim of Lucretia Cassady for property damage was filed with the City Council and was referred to the City Manager and Corporation Counsel.

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE:

The undersigned, pursuant to the requirements of the Charter of the City of Asheville, hereby gives notice to you of damages, and files claim for such damages occasioned to the undersigned by reason of the negligence of the City of Asheville as hereinafter set forth:

1. The date of the happening or infliction of the injuries complained of was July 19th, 1944 and the place was the property of the undersigned located at the intersection of Elizabeth Street and Rankin Avenue.

2. The manner of the infliction was the overflowing of the branch adjacent to said property by reason of the City of Asheville, having gathered and collected surface water from a large area of the City increasing the flow, accelerating the speed thereof, and then negligently damming up said branch and then failing, neglecting and refusing to provide adequate storm sewer drainage for said branch under Elizabeth Street and also negligently allowing the permitting said storm sewer culvert under said branch to become clogged with debris and other foregin objects increasing the damming of said water until the same came over the land and premises of the claimant, inflicting the damages hereinafter set forth.

3. The character of the injury was and is that said water washed and carried away a large portion of the lot of the claimant, tearing down a wall and practically destroying a garage building erected on said land.

4. The amount of damages claimed for said negligence is $5,000.00

Respectfully,

Lucretia Cassady

CLAIM - CORNELIA SWEINEY - [illegible]

Claim of Cornelia Sweiney for personal injuries was filed by George F. Meadows, Attorney for the claimant and referred to the City Manager and Corporation Counsel.

STATE OF NORTH CAROLINA,

COUNTY OF BUNCOMBE,

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION:

CORNELIA SWEINEY, being first duly sworn deposes and says:

That she is a citizen and resident of the City of Asheville, N. C. and that she presents and makes claim to the City of Asheville for injuries received by reason of the negligence of said City as follows:

1. That on or about August 1st, 1944, your claimant was walking along a bridge on Carroll Avenue in the night-time and stepped into a hole and fell seriously and permanently injuring her hand and thumb, leg and knee.

2. That said hole in said bridge had, as your claimant is informed and believes, been permitted to exist for a long period of time, and that the City of Asheville by the exercise of due care could have discovered, or did know, of the dangerous condition, at the time your claimant fell and was injured.

3. That by reason of the injuries received your claimant is unable to pursue her usual avocation in household and domestic work and has thereby been grestly, permanently and seriously damaged and injured.

WHEREFORE, your affiant and claimant presents claim and demand to the City of Asheville, as a result of the aforesaid negligence and resulting injuries, in the sum of $5,000.00.

Geo. F. Meadows
Attorney for Claiment

CORNELIA SWEINEY, claimant in the foregoing, being first duly sworn deposes and says: That she has read or heard read the foregoing claim and knows the contents thereof and that same is true of her own knowledge, except for those matters and things therein alleged upon information and belief and as to those matters and things therein set forth upon information and belief and as to those matters and things she verily believes it to be true.

Cornelia Sweiney
CORNELIA SWEINEY

Sworn and subscribed to before me this the 17th day of October, 1944.

George A. Cash
NOTARY PUBLIC

My Commission Expires:

Sept. 7, 1945

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

The City Council met in regular session Thursday, October 26, 1944 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen E. W. Eller, Holmes Bryson, O. E. Starnes, H. M. Felder, C. Fred Brown, J. B. Divelbiss, Jr., Corporation Counsel, Philip C. Cocke, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

R. T. N. Jordan, Jr. representing the Queen City Coach Company and Smoky Mountain Trailways appeared before the Council asking that a resolution be passed endorsing the application of the company for a franchise to operate a through bus from Asheville to Spartanburg. Upon motion Mr. Jordan that his request would be given every consideration by the Council.

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

Thursday, November 2, 1944 -- 4:30 P. M.

The City Council met in regular session Thursday, November 2, 1944 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen E. W. Eller, O. E. Starnes, H. M. Felder, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO JAMES D. LEDFORD AND A. L. SMILEY

Resolution authorizing Mayor to execute quit-claim deeds to James D. Ledford and A. L. Smiley was upon motion of Councilman Eller, seconded by Councilman Brown, unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO JAMES D. LEDFORD AND A. L. SMILEY

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the year 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
2011	Montford Hills, Inc.	113	18	5	James D. Ledford
1927	Amboy Land Co.	186	10	5	A. L. Smiley

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read, approved and adopted, this 2nd day of November, 1944.

L. Lyons Lee
MAYOR

CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

Thursday, [illegible] 5, 1944 -- 4:[illegible] P. M.

Because of lack of a quorum, no meeting of the City Council was held on the above date.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

Thursday, November 16, 1944 -- 4:[illegible] P. M.

The City Council met in regular session Thursday, November 16, 1944 at 4:[illegible] P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen E. W. Eller, O. E. Starnes, H. M. Felder, Holmes Bryson, J. B. Divelbiss, Jr., C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

RESOLUTION - DEED TO E. D. PERKINS

Resolution authorizing the Mayor to execute deed to E. D. Perkins was upon motion of Councilman Felder, seconded by Councilman Starnes, unanimously passed as follows:

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE DEED TO E. D. PERKINS

WHEREAS, a resolution passed on the 29th day of September, 1944, by the City Council of the City of Asheville authorized the City Manager to sell to the highest bidder at the Court House door, after legal advertisement, 16 3/4 acres on Cedar Cliff Mountain owned by the City of Asheville, formerly owned by E. L. Owenby, a description of which is to be made from plat of T. A. Cox, Jr., County Surveyor, February 10, 1923; and

WHEREAS, at the sale held on the 30th day of October, 1944, C. L. [illegible]ro, agent of E. D. Perkins, became the last and highest bidder in the amount of $[illegible].00 for said property; and

WHEREAS, ten days have elapsed, and the said bid is hereby accepted by the City Council of the City of Asheville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and directed to execute a deed, attested by the City Clerk, to E. D. Perkins for the property above referred to.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 16 day of November, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

RESOLUTION - DEED TO JOSEPH W. LITTLE

Resolution authorizing the Mayor to execute deed to Joseph W. Little was upon motion of Councilman Felder, seconded by Councilman Starnes, unanimously passed as follows:

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE DEED TO JOSEPH W. LITTLE

WHEREAS, a resolution passed on the 7th day of September, 1944, by the City Council of the City of Asheville authorized the City Manager to sell to the highest bidder at the Court House door,

after legal advertisement, 210 acres of cut-over vacant mountain land on road between Black Mountain and Lot Cave, approximately 18 miles from Black Mountain, known in that section as the Harry L. Logan tract, and being in Broad River Township; and

WHEREAS, at the sale held on the 9th of October, 1944, Mr. Parker, agent for Joseph W. Little became the last and highest bidder in the amount of $1100.00 for said property; and

WHEREAS, ten days have elapsed, and the said bid is hereby accepted by the City Council of the City of Asheville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and directed to execute a deed, attested by the City Clerk, to Joseph W. Little for the property above referred to, same to be delivered upon full payment of purchase price.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 16 day of November, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution requesting the establishment of a bus service between Asheville, North Carolina and Spartanburg, South Carolina via Lake Lure, North Carolina was upon motion of Councilman Starnes, seconded by Councilman Felder, unanimously passed as follows:

RESOLUTION REQUESTING THE ESTABLISHMENT OF A BUS SERVICE BETWEEN ASHEVILLE, NORTH CAROLINA AND SPARTANBURG, SOUTH CAROLINA VIA LAKE LURE, NORTH CAROLINA

WHEREAS, it has been brought to the attention of the Asheville City Council that an application has been filed with the United States Interstate Commerce Commission, the North Carolina Utilities Commission and the South Carolina Utilities Commission for a franchise to operate a bus service from Asheville, North Carolina to Spartanburg, South Carolina via Lake Lure and Mill Springs in North Carolina and New Prospect, South Carolina; and

WHEREAS, it is the feeling of this body that such a service will materially add to the convenience of these communities and to the comfort and happiness of the people who are deprived of such a service;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the above named Authorities give favorable consideration to this application and that, in so doing, they establish a through service from Asheville, North Carolina to Spartanburg, South Carolina without any interruption or transfer of passengers.

The City Clerk is hereby instructed to mail a copy of this resolution to the Utilities Commissions mentioned herein.

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 16 day of November, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing Mayor to execute quit-claim deed to Winifred E. High was upon motion of Councilman Eller, seconded by Councilman Divelbiss, unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO WINIFRED E. HIGH

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus all interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	PAGE	NAME DEED TO
5949 (1927) 1178 (1928)	Mary Cambrell	71	8	4	Winifred E. High.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

H. M. Eller
COUNCILMAN

SECONDED BY: J. E. Divelbiss, Jr.
COUNCILMAN

Read, approved and adopted, this 16 day of November, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

RESOLUTION - LEASE RHODODENDRON PARK FOR GOVERNMENTAL PURPOSES

Resolution authorizing Mayor to execute lease to United States Government for use of that certain land known as Rhododendron Park for governmental purposes was upon motion of Councilman Divelbiss, seconded by Councilman Eller, unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE LEASE TO UNITED STATES GOVERNMENT FOR USE OF THAT CERTAIN LAND KNOWN AS RHODODENDRON PARK FOR GOVERNMENTAL PURPOSES

WHEREAS, the United States Government has requested the City of Asheville to lease to it certain land owned by the City of Asheville known as Rhododendron Park, description of which is recorded in book 305 at page 316 in the office of the Register of Deeds for Buncombe County, North Carolina; and

WHEREAS, the City Council of the City of Asheville deems it advisable to lease said land to the United States Government for a rifle range by the Air Force Command;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor be and he is hereby authorized to execute said lease and the City Clerk to attest the city seal to same, said lease being attached hereto and made a part of this resolution.

I move the adoption of the foregoing resolution.

J. E. Divelbiss, Jr.
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 16 day of November, 1944.

I. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

I. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

November 23, 1944 - - 4:30 P. M.

The above date being a legal holiday, no meeting of the City Council was held.

I. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

November 30, 1944 -- 4:30 P. M.

Because of lack of a quorum, no meeting of the City Council was held on the above date.

I. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

December 7, 1944 - - 4:30 P. M.

The City Council met in regular session Thursday, December 7, 1944 at 4:30 P. M. with Mayor I. Lyons Lee presiding: Present: Councilmen E. W. Eller, O. E. Sternes, H. M. Felder, Holmes Penrose, C. Fred Brown, City Manager P. L. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor I. Lyons Lee.

The minutes of the previous meeting were read and approved.

[illegible]

Resolution authorizing the Mayor to execute lease by and between City of Asheville and the City of Asheville and the United States of America was upon motion of Councilman Felder, seconded by Councilman Brown unanimously passed as follows:

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LEASE BY AND BETWEEN CITY OF ASHEVILLE AND THE UNITED STATES OF AMERICA

WHEREAS, the City of Asheville is owner in fee simple and operates that certain building within its corporate limits known and designated as the Municipal Building of the City of Asheville, housing the Fire, Police, Health and other departments of the city; and

WHEREAS, the United States of America is desirous of leasing certain floor space in the said building, consisting of approximately six thousand square feet; and

WHEREAS, the United States of America desires the above referred to space for the duration of the present national emergency and six months thereafter; and

WHEREAS, the City Council of the City of Asheville deems it for the best interests of the citizens of the community generally to enter into said lease;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of said city be and he is hereby authorized and empowered to enter into the lease above referred to, a copy of which lease is attached hereto and made a part of this resolution.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: O. Fred Brown
COUNCILMAN

Read, approved and adopted, this 7th day of December, 1944.

I. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Sr.
CORPORATION COUNSEL

SF FORM 206

LEASE

BETWEEN

CITY OF ASHEVILLE

(Contracting Officer,

AND

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this 7 day of December, in the year of our Lord nineteen hundred and forty-four by and between City of Asheville, a municipal corporation of the State of North Carolina whose address is Asheville, North Carolina and whose interest in the property hereinafter described is that of fee simple owner (or its successors, or assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

Approximately 6,000 square feet of floor space in the basement of a building located on Spruce and Market Streets in the City of Asheville, Buncombe County, North Carolina. Said building located on lands as recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Book 113, page 57, Book 118, pages 161 and 162; and 501.

to be used for the following purposes: Storage of barrack bags

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning December 1, 1944 through June 30, 1945, provided that, unless and until the Government shall give written notice of termination in accordance with provision 12 hereof, this lease shall remain in force for such further term or terms thereof without further notice; provided further that adequate appropriations or available funds shall exist for the payment of rentals; and provided further that this lease shall in no event extend more than six months after the date of termination of the Unlimited National Emergency as declared by the President of the United States in Proclamation No. 2487, dated May 27, 1941.

4. The Government shall pay the Lessor rent at the following rate:
One hundred and twenty-five and no/100 ($125.00) per month Payment shall be made at the end of each calendar month by the Finance Officer, United States Army, 449 West Peachtree St, Atlanta, Ga.

5. The Government shall not assign this lease in any event, and shall not sublet the herein premises except to desirable tenants.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

Heat
Lights
Water

9. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, signs, additional buildings, structures, or signs in or upon the premises hereby leased, which fixtures, additions, or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The Government shall surrender possession of the premises upon the expiration or termination of this lease, if required by the Lessor, shall within thirty(30) days thereafter, or within such additional time as may be mutually agreed upon, return the premises in as good condition as existed at the time of entering upon the same under this lease, reasonable and ordinary wear and damage by the elements or by circumstances over which the Government has no control, excepted; provided that, if the Lessor requires the return of the premises in such condition, the Lessor shall give written notice thereof to the Government at least twenty (20) days before the termination of this lease, specifying the exceptions of the Lessor to the condition.

10. The Lessor warrants the mechanical equipment, if any, and the utilities to be in good operating condition.

11. The Lessor shall maintain the said premises and property in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees, for the purpose of so maintaining the premises and property, the Lessor may, at reasonable times, with approval by the officer in charge, enter and inspect the premises and make any necessary repairs thereto.

12. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by equitable agreement hereto effective from the date of such partial destruction or damage.

13. As of the commencement date of this lease, a joint inventory and condition report of all personal property of the Lessor included in this lease, and also a joint physical survey and inspection report of the demised premises shall be made, said reports to reflect the then present condition, and to be signed on behalf of the parties hereto.

14. The Government may terminate this lease at any time by giving thirt (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

15. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Asheville, N. C. and if given by the Lessor shall be addressed to Division Engineer, South Atlantic Division, P. O. Box 4114, Atlanta, Georgia.

16. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or , in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

17. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

18. a. The Lessor, in performing the work required by this lease, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

b. The Lessor agrees that the provision of paragraph a above also be inserted in all subcontracts. For the purpose of this article, a subcontract is defined as any contract, entered into by the lessor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishings of standard or commercial articles or raw material shall not be considered as a subcontract.

ADDITIONAL PROVISIONS: In paragraph 1 the words "heirs, executors, administrators" deleted.LLL

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

In presence of:

CITY OF ASHEVILLE

By L. Lyons Lee
L. LYONS LEE, MAYOR

THE UNITED STATES OF AMERICA

BY _____
(Contracting Officer)

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary)

I, Joyce M. Wells, certify that I am the City Clerk of the corporation named as Lessor in the attached lease; that L. Lyons Lee , who signed said lease on behalf of the Lessor was then Mayor of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Joyce M. Wells (Corporate Seal)
Joyce M. Wells
City Clerk

[illegible] - UNITED [illegible]

Resolution authorizing the Mayor to execute contract by and between City of Asheville and the United States of America was upon motion of Councilman Bryson, seconded by Councilman [illegible], adopted as follows:

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CONTRACT BY AND BETWEEN CITY OF ASHEVILLE AND THE UNITED STATES OF AMERICA

WHEREAS, the City of Asheville is owner in fee simple and operates that certain building within the corporate limits known and designated as the Auditorium located and situated thereon in the City of Asheville; and

WHEREAS, the United States of America is desirous of entering into a contract for the use of the main floor of said Auditorium in accordance with the terms and conditions as stated in said contract; and

WHEREAS, the United States of America desires the above referred to space for the duration of the present national emergency and six months thereafter; and

WHEREAS, the City Council of the City of Asheville deems it for the best interests of the citizens of the community generally to enter into said contract;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of said city be and he is hereby authorized and empowered to enter into said contract above referred to, a copy of which contract is attached hereto and made a part of this resolution.

I move the adoption of the foregoing resolution.

[illegible]
[illegible]

SECONDED BY: A. W. Aller
A. W. Aller

Read, approved and adopted, this 7th day of December, 1942.

L. Lyons Lee
Mayor

Joyce M. Wells
City Clerk

APPROVED AS TO FORM:

Philip C. Wacke, Jr.
CITY ATTORNEY

. . . . 1 DC. 4'
Approved March 6, 1943 WAR DEPARTMENT

[illegible] CONTRACTOR'S ACCEPTANCE

ate Dec. 7, 1944

...establishment, (Division Engineer, S. Atlantic Division
ffice or station Atlanta, Georgia
ail address

To: City of Asheville, Municipal Corp. of the State of North Carolina Contractor

Asheville, N. C.

SHIP To:

Contract No. (if any)
Order No.
Other Government identifying numbers or symbols

All these numbers must appear on all packages and papers relating to this order
Payment will be made by Disbursing Officer U. S. Army at
The supplies and services to be furnished by this instrument are authorized by, are for the purpose set forth in and are chargeable to the following allotments, the available balances of which are sufficient to cover the cost thereof:

This contract is authorized by [illegible] negotiated under the First War Powers Act, 1941 (Public 354, 77th Cong.) and Executive Order No. 9001 (Dec. 7, 19[illegible]

ACCEPTANCE

...EAS the following on the terms specified on both sides of this page and on the continuation sheets, if any, attached hereto, including delivery f.o.b.
ACCEPTANCE must be received by the Government within ____ days after the date first above written.
...ICE of acceptance by [illegible] or WIRE, and of giving NOTICE OF and SHIPPING INSTRUCTIONS, shall be ... directed by the Contracting Officer.
...ITED STATES OF AMERICA

...solution authorizing the ... to ... [illegible] ... as follows:
...ollowing terms, seconded by Councilman Brown, unanimously [illegible] as follows:

...TRACT AUTHORIZING ...

...EAS, a resolution passed on the 9th day of September, 1944, by the City Council of ... Asheville authorized the City Manager to sell to the highest bidder at the courthouse door, ... Municipal advertisement, Lot 77, ... Asheville, Buncombe County, North Carolina; and

...EAS, the bids were duly opened on October 7, 1944, at which sale Brad Drye, ... was declared and sold on ... as the highest bidder in the amount of $[illegible] and has complied with the terms of said sale and is entitled to a deed for said property; and

...EAS, the provisions ... in accordance with the Municipal Code have been complied with;

...EFORE, BE IT ...

That the Mayor is hereby authorized and empowered to execute, ... Deed, conveying Lot ... Drye (widow) for the property as described ...

I move the adoption of the foregoing resolution.

...

...

Read, approved and adopted, this 7th day of December, 1944.

...

...

...

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

[illegible]

[illegible] authorizing acceptance of City's interest in certain lots on Coxe Street to State College and upon motion of Councilman Starnes, seconded by Councilman Starnes unanimously adopted as follows:

[illegible] CITY'S INTEREST IN CERTAIN LOTS ON COXE
[illegible] TO STATE COLLEGE

WHEREAS, under the provisions of Chapter 812 of the Session laws of 1945, the Governor [illegible] authorized to appropriate funds for the establishment of a Bureau of Mines to [illegible] Western North Carolina for the purpose of the development of mineral resources; and

WHEREAS, pursuant to this authority plans have been effected for the operation of such an agency by the Division of State Colleges of the University of North Carolina; and

WHEREAS, it is desired to procure a site for a suitable building to house this agency and the City Council [illegible] City and County will make available certain property located on Coxe Ave. known as [illegible] in event jointly by these two units, the agency will be located in Asheville [illegible] suitable building constructed on this site for the purpose of exploring, developing and [illegible] mineral resources of this section; and

WHEREAS, it is considered that the interests of the people of Asheville [illegible] City Council, notwithstanding the location of this agency on the site selected and the [illegible] approved providing this site available for that purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor and City Clerk be and they are hereby authorized to join with the County of [illegible] in the execution of a deed conveying this property to the State of North Carolina for the use of the State College of the University of North Carolina for the purposes herein set out, with the provision that the said property shall revert to the City and County in case the property shall no longer be used for the purposes for which it is made available.

I move the adoption of the foregoing resolution.

C. Fred Brown
COUNCILMAN

C. E. Starnes
COUNCILMAN

Seconded, resolved adopted, this 7th day of December, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Willis C. Cocke, Jr.
CITY ATTORNEY

[illegible] authorizing Mayor to execute quit-claim deed to Helen B. Argoir and George [illegible] Price was upon motion of Councilman Starnes, seconded by Councilman Folder unanimously passed as follows:

[illegible] AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO HELEN B. ZARGOIR
AND GEORGE [illegible]. LANCE

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

[illegible], the Governing Body of the City of Asheville [illegible] City [illegible] governmental unit which has attained title to any real estate [illegible] to the original owner said property upon the payment of the taxes, [illegible] without advertising, and

WHEREAS, the following property was sold at private sale:

NUMBER	OWNERS NAME	LOT	BLOCK	MAP	DESCRIPTION
837	Commercial Credit Co.	75	1	1	[illegible]
	Currenty Company				
	Jesse Twining	22	6	1	[illegible] Jones

NOW, THEREFORE, BE IT [illegible] BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and is hereby authorized to execute quit-claim deeds to the property listed above, [illegible] and upon the payment of the tax collector of the City of Asheville, who will deliver the [illegible] the taxes above referred to, [illegible] liability of the property for taxes for the [illegible] listed in the City of Asheville.

I move the adoption of the foregoing resolution.

[illegible]

SECONDED BY: [illegible]

Read, approved and adopted, this 7th day of December, 1944.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Willis C. Cocke, Jr.
CITY ATTORNEY

There being no further business, the meeting was upon motion duly [illegible].

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

Thursday, December 14th, 1944 - - [illegible]

The City Council met in regular session Thursday, December 14, 1944 at [illegible] with Mayor L. Lyons Lee presiding: [illegible] Council men L. [illegible] Miller, [illegible] Fred Brown, Clyde Livelsay, Jr. and City [illegible] Joyce M. Wells. Absent: [illegible] Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

[illegible] QUIT-CLAIM [illegible]

Resolution authorizing Mayor to execute quit-claim deed to [illegible] was upon motion of Councilman Fred Brown, seconded by Councilman [illegible] Miller unanimously [illegible] as follows:

[illegible] AUTHORIZING [illegible] QUIT-CLAIM [illegible]

WHEREAS, the City acquired through tax foreclosure proceedings certificates for [illegible] of property for the year 1928; and

WHEREAS, the General Assembly of North Carolina at its 1943 session [illegible] tax [illegible] governmental unit which has attained title to any real estate [illegible] to the original owner said property upon the payment of the taxes, [illegible] without advertising same; and

WHEREAS, the following property was sold at private sale:

NUMBER	OWNERS NAME	LOT	BLOCK	MAP	DESCRIPTION
838	J. [illegible] Nicholson	8	1	1	[illegible]

, [illegible] THE CITY COUNCIL OF THE CITY OF [illegible]:

[illegible] will [illegible] is here authorized and empowered to [illegible] above set out, which deed is to be signed by the Mayor and attested by the City Clerk, and when [illegible] will deliver the same to the bidder upon the payment of the purchase price, for terms for the period [illegible].

I move the adoption of the foregoing resolution.

C. L. Lyerly, Jr.
COUNCILMAN

SECONDED BY: L. L. Eller
COUNCILMAN

[illegible] adopted, this 12th day of December, 1944.

L. Lynne Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED:

Hilly C. Cocke, Jr.
CITY ATTORNEY

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville for sale at public auction was a motion of Councilman Eller, seconded by Councilman [illegible] and upon roll call was:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY BELONGING TO THE CITY OF ASHEVILLE TO BE SOLD AT PUBLIC AUCTION

WHEREAS, the City Council of the City of Asheville deems it advisable to sell at public auction the property hold in fee simple; and

WHEREAS, it is the opinion of the city council that said property should be sold for the best interests of the city and the public generally, and that same should be sold at the court house door in the City of Asheville, with the right to reject any and all bids;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager be and he is hereby authorized to advertise for sale at public auction the following property:

Lots [illegible], Block 21, Section 7, Valley Street Park

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

[illegible] adopted, this 14th day of December, 1944.

L. Lynne Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Hilly C. Cocke, Jr.
CITY ATTORNEY

There being no further business, the meeting was upon motion adjourned.

L. Lynne Lee
MAYOR

Joyce M. Wells
CITY CLERK

[illegible] meeting of the City Council was held in the [illegible].

L. Lynne Lee
MAYOR

Joyce M. Wells
CITY CLERK

[illegible] meeting of the City Council held in the [illegible] on the 14th day of December, 1944, at 4:30 o'clock P. M.

The City Council met in regular session Thursday, December 14, 1944 at 4:30 o'clock P. M. in the office of the Mayor, the following members being present: Mayor L. Lynne Lee, presiding; Councilmen C. L. Lyerly, Jr., E. W. Eller, [illegible], Clarence Brunette, Chairman Zoning Board of Adjustment, and Hilly C. Cocke, Jr., City Attorney. Joyce M. Wells, City Clerk.

Minutes of the previous [illegible] meeting were read and approved.

[illegible] authorizing the City Manager to advertise certain property belonging to the City of Asheville for sale at public auction was a motion of Councilman [illegible], seconded by Councilman [illegible] and upon roll call was unanimously passed as follows:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY BELONGING TO THE CITY OF ASHEVILLE TO BE SOLD AT PUBLIC AUCTION

WHEREAS, the City Council of the City of Asheville deems it advisable to sell at public auction the property hold in fee simple; and

WHEREAS, it is the opinion of the City Council that said property should be sold for the best interests of the city and the public generally, and that same should be sold at the court house door in the City of Asheville, with the right to reject any and all bids;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager be and he is hereby authorized to advertise for sale at public auction the following property:

Lots 1502, 1503, 1504 1/2, Block 6, Map 4

I move the adoption of the foregoing resolution.

C. L. Lyerly, Jr.
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

[illegible] adopted, this 14th day of December, 1944.

L. Lynne Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Hilly C. Cocke, Jr.
CITY ATTORNEY

[illegible] plan for City of Asheville Funds was [illegible] of October [illegible] as follows:

[illegible] CITY OF ASHEVILLE [illegible]

[illegible] City of Asheville is required by law to [illegible]

[illegible] Commercial Bank and Trust Company, First National Bank and Trust Company, [illegible] Asheville, approved banking institutions [illegible] Depositories for City Funds;

[illegible] CITY OF ASHEVILLE:

[illegible] Section 1. That the following named officials of the City of Asheville, to-wit: [illegible] Accountant and Treasurer and the Sinking Fund Commissioners [illegible] are hereby designated as Depositories for City Funds.

Section 2. That the Depositories designated in the foregoing resolution, [illegible] in accordance with the provisions of General Statutes 159-31 [illegible] Accountant and Treasurer and the Sinking Fund Commissioners [illegible] and by law.

Section 3. That the Depositories designated in the foregoing resolution, [illegible] are hereby authorized to receive deposits of City funds.

Section 4. This resolution shall be in full force and effect from and after the 5th day of December, 1944.

Mayor

ATTEST: [illegible] W. Eller
City Clerk

Approved as to form and legality, this 5th day of December, 1944.

J. Lyman Lee
City Attorney

Joyce [illegible] Wells
Asst. City Clerk

[illegible]

[illegible]

[illegible] the Mayor to execute our hospital agreement to Lease No. 20 [illegible] and the United States of America was in relation of Tom which [illegible] and ordinarily passed as follows:

[illegible] CITY COUNCIL TO LEASE WITH THE UNITED STATES [illegible]

WHEREAS, on April 5, 1944, a lease was entered into between the City of Asheville, a municipal corporation of North Carolina, hereinafter referred to as lessor, and [illegible] hereinafter referred to as lessee, covering the basement, entire eight story building [illegible] Asheville, North Carolina, for the period April 27, 1944 to June [illegible] monthly rental payable at the rate of [illegible] per month for the first six months of said lease, and [illegible] thereafter during the remainder of the term of said lease; and

WHEREAS, the lessee has requested the lessor to furnish additional light and heat to the eighth floor for [illegible] in the amount of $10.00 per month during the [illegible] which amount is considered fair and reasonable and not in excess of [illegible] for those services; and

WHEREAS, it is [illegible] of the lessee to require the lessor to furnish additional light and heat to the eighth floor and to [illegible] per month, or any part thereof, to the City of Asheville for such [illegible]; and

WHEREAS, the governing body of the City of Asheville deems it expedient, necessary, wise, and to the best interest of the people of the City of Asheville to enter into supplemental agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

[illegible]

[illegible]

[illegible]

[illegible]

Mayor

ATTEST:

[illegible] W. Eller, Jr.
City Clerk

[illegible] resolution of the City Council of the City of Asheville, [illegible] City Attorney, [illegible] Councilman [illegible]

[illegible]

WHEREAS, certain property [illegible] described in the [illegible] dated May 1, 1944, was conveyed by the City of Asheville to the United States of America, and [illegible] security agreement entirely [illegible]; and

WHEREAS, the City of Asheville [illegible] with interest [illegible] of the proceeds in the [illegible] of the property;

NOW, THEREFORE, [illegible]

But the [illegible] of the City Clerk, to [illegible] for the purpose of [illegible].

I [illegible]

[illegible]

[illegible] and [illegible] Mayor, [illegible].

[illegible]

[illegible]

[illegible]

ATTEST:

[illegible] W. Eller, Jr.
City Clerk

12 73

Joyce M. Wills

Joyce M. Wills

Joyce M. Wells

Joyce M. Wells

L. Lyman Ellis.

Joyce M. Wells

6

L. Lyons Lee

Joyce M. Wells

February 15, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, February 15, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen Divelbiss, Earl W. Eller, H. M. Felder, O. E. Starnes, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

STATE OF NORTH CAROLINA
[illegible],196 1/6, [illegible]

Resolution confirming sale of Lots 196A, 196½, 196 1/6, Sheet 6, Ward 4, and authorizing Mayor to execute deed to the State of North Carolina was upon motion of Councilman Divelbiss, seconded by Councilman H. M. Felder unanimously adopted as follows:

RESOLUTION CONFIRMING SALE OF LOTS 196A, 196½, 196 1/6, Sheet 6, Ward 4, AND AUTHORIZING MAYOR TO EXECUTE DEED TO THE STATE OF NORTH CAROLINA

WHEREAS, on the 28th day of December, 1944 the City Council of the City of Asheville authorized the City Manager to advertise for sale, according to law, Lots 196A, 196½, 196 1/6, Sheet 6, Ward 4; and

WHEREAS, said sale was conducted at 12 o'clock noon on the 30th day of January, 1945 in front of the Court House door in the City of Asheville, County of Buncombe, State of North Carolina, notice of said sale having been published once a week for four successive weeks in the Asheville Times, according to statute, and there was no one present to bid on said lots; and

WHEREAS, the said sale was continued to January 31, 1945, and there was no one present to bid on said lots; and

WHEREAS, the said sale was continued to February 1, 1945, and there was no one present to bid on said lots; and

WHEREAS, the said sale was continued to February 2, 1945, at which time Carl Conley, Agent for the State of North Carolina, became the last and highest bidder in the amount of $100.00; and

WHEREAS, the City Council of the City of Asheville deems it advisable to confirm said sale to the above mentioned party for the purpose of erecting on said land a building for the Bureau of Mines; and

WHEREAS, the City of Asheville is the owner of a fifteen twenty-seconds interest in said property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor and City Clerk be and they are hereby authorized to execute a deed, along with Carl Conley, conveying the above property to the State of North Carolina for the use of the State College of the University of North Carolina for the purpose herein set out, with the provision that the said property shall revert to the City of Asheville, as its interest is shown, in case the said property shall no longer be used for the purpose for which it was made available.

I move the adoption of the foregoing resolution.

J. E. Divelbiss, Jr.
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 15th day of February, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing Mayor to execute quit-claim deeds to Margaret G. Jackson, and Margaret D. Carter was upon motion of Councilman Eller, seconded by Councilman Starnes, unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO MARGARET G. JACKSON AND MARGARET D. CARTER

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATES	ORIGINAL OWNERS	LOTS	SHEETS	WARDS	MAKE DEEDS TO
1927) #6099	J. F. Jenkins & Winston Jackson	139¼	1	4	Margaret G. Jackson
#6087	L. B. Jackson	139½	1	4	Margaret G. Jackson
1927) #6729 1928) #1823	Allen D. Hall	150	13	5	Margaret D. Carter

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the texes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 15day of February, 1945.

I. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Ordinance #298, "AN ORDINANCE REVISING CODIFYING AND CONSOLIDATING THE ORDINANCES OF THE CITY OF ASHEVILLE", after being read in full was passed on its third and final reading with the following vote:

Councilman Eller voted "aye" Councilman Felder voted "aye"
Councilman Starnes voted "aye" Councilman Divelbiss " "aye"
Mayor Lee voted "aye"

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

February 22, 1945 - - 4:30 P. M

Because of lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Joyce M. Wells
CITY CLERK

March 1, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, March 1,1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen Divelbiss, Earl W. Eller, H. M. Felder, Holmes Bryson, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

RESOLUTION authorizing Mayor to execute quit-claim deeds to Mrs. Glennie M. Dean and Sam E. Bird and wife, Georgia Deloach Bird was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO MRS. GLENNIE M. DEAN AND SAM E. BIRD AND WIFE, GEORGIA DELOACH BIRD

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
(1927) #6862 (1928) #2423	Mrs. Glennie M. Dean	100,101	10	6	Mrs. Glennie M. Dean
(1927) #6511 (1928) #2135	S. D. Hall	141,142	13	5	Sam E. Bird & wife, Georgia Deloach Bird

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

C. Fred Brown
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 1 day of March, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

MAYOR

Joyce M. Wells
CITY CLERK

March 8, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, March 8, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen Eller, J. E. Divelbiss, Jr., H. M. Felder, C. Fred Brown, O. E. Starnes, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee:

The minutes of the previous meeting were read and approved.

Resolution authorizing the Mayor to execute deed to J. V. Creasman and wife, Winona M. Creasman was upon motion of Councilman Felder, seconded by Councilman Brown unanimously passed as follows:

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE DEED TO J. V. CREASMAN AND WIFE, WINONA M. CREASMAN

WHEREAS, a resolution passed on the 25th day of January, 1945, by the City Council of the City of Asheville authorized the City Manager to sell to the highest bidder at the Court House door, after legal advertisement, Lots 44 and 45, Sheet 25, Biltmore Ward; and

WHEREAS, at the sale held on the 26th day of February, 1945, J. V. Creasman became the last and highest bidder in the amount of $75.00 for said property; and

WHEREAS, ten days have elapsed, and the said bid is hereby accepted by the City Council of the City of Asheville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and directed to execute a deed, attested by the City Clerk, to J. V. Creasman and wife, Winona M. Creasman, for the property above referred to.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read, approved and adopted, this 8th day of March, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing mayor to execute quit-claim deeds to Mrs. C. C. McCurry and Charles G. Buck was upon motion of Councilman Felder, seconded by Councilman Starnes unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO MRS. C. C. McCURRY AND CHARLES G. BUCK

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the year 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
2747	Nina West	109	14	6	Mrs. C. C. McCurry
1322	Meadow Realty Co.	202,203	19	4	Charles G. Buck

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 8th day of March, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing Mayor to execute lease with General Outdoor Advertising Company was upon motion of Councilman Starnes, seconded by Councilman Brown unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE LEASE WITH GENERAL OUTDOOR ADVERTISING CO.

WHEREAS, the City Manager has entered into a tentative agreement with the General Outdoor Advertising Company to place a certain sign board on certain lots designated in said lease; and

WHEREAS, the City Council of the City of Asheville approves said lease with the General Outdoor Advertising Company;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and instructed to enter into said lease with the General Outdoor Advertising Company, the lease in question being attached hereto and made a part of this resolution.

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read, approved and adopted, this 8th day of March, 1945.

L. Lyons Lee
MAYOR

APPROVED AS TO FORM:
Philip C. Cocke, Jr.

Joyce M. Wells
CITY CLERK

STATE OF NORTH CAROLINA,)
COUNTY OF BUNCOMBE)
CITY OF ASHEVILLE.)

L E A S E

THIS AGREEMENT, executed in duplicate, entered into this the 8 day of March, 1945, by and between the CITY OF ASHEVILLE, party of the first part, and the GENERAL OUTDOOR ADVERTISING COMPANY, party of the second part.

The party of the first part hereby authorizes the party of the second part to maintain sign boards with panels of standard size upon the lots hereinafter indicated, and with the number of panels hereinafter indicated, for the year beginning April 1, 1945 and ending March 31, 1946, said lots and panels being as follows:

WARD	SHEET	LOTS	STREET	NUMBER OF PANELS
4	3	171½ & 172	Clingman Avenue	1
4	3	34	Southside	1
4	8	179, 179½, 179¾, 180, 180¼, 180½, 181	Southside & Choctaw	3
4	6	176	Southside	2

The rental paid by the party of the second part to the party of the first part, receipt of which is hereby acknowledged, is Ten ($10.00) Dollars per panel for said period of time.

This lease is made upon the following conditions, however:

1. That in case the City for any reason desires that any sign be removed, the City of Asheville reserves the right, upon seven (7) days written notice, to cause the party of the second part to remove said sign board; and, if not removed by the party of the second part within three days after receipt of such notice, or within five days after having been mailed by the City, then the City of Asheville reserves the right to move such sign board; and in case such sign board is removed, the City of Asheville shall pay to the party of the second part the pro rata amount of the lease or rental upon such sign board for the unused portion of the lease year.

2. The party of the first part reserves the right to demand at all times that the said sign boards comply with all rules and regulations as to safety, appearance, and matter to be advertised thereon.

3. That the party of the second part shall pay all taxes, privilege and license fees, required by law or ordinance.

IN WITNESS WHEREOF, THE CITY OF ASHEVILLE, party of the first part, has caused these presents to be signed in its name by the Mayor, duly authorized by resolution of the governing body of the City of Asheville; and the GENERAL OUTDOOR ADVERTISING COMPANY, has caused these presents to be signed by its Manager, by authority duly given, all as of the date and year above mentioned.

CITY OF ASHEVILLE

BY L. Lyons Lee
MAYOR

ATTEST:

Joyce M. Wells
CITY CLERK

GENERAL OUTDOOR ADVERTISING CO.

BY
MANAGER

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

March 15, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, March 15, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen Eller, J. E. Divelbiss, Jr., H. M. Felder, C. Fred Brown, O. E. Starnes, Holmes Bryson, City Manager P. M. Burdette, and Mayor L. Lyons Lee:

The minutes of the previous meeting were read and approved.

Resolution authorizing mayor to execute quit-claim deeds to M. N. Andrews, Bruce Steele, H. S. Jackson and wife, Pearl Jackson, Roy W. Nells, and Mrs. Mable Ramsey was upon motion of Councilman Bryson, seconded by Councilman Eller, unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO M. N. ANDREWS, BRUCE STEELE, H. S. JACKSON AND WIFE, PEARL JACKSON, ROY W. NELLS AND MRS. MABLE RAMSEY

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the year 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unti which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale;

CERTIFICATES	ORIGINAL OWNERS	LOTS	SHEETS	WARDS	MAKE DEEDS TO
1674	S. B. Cathey	271,272	12	5	M. N. Andrews
79	Lou Erwin Estate	15	2	1	Bruce Steele
98	I. W. Glasser et al	50,51	4	1	H. S. Jackson and wife, Pearl Jackson
2038	W. J. McDonald et ux	86	21	5	Roy W. Nells
557	R. M. Ramsey est.	20,21	2	2	Mrs. Mable Ramsey

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute cuit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

Holmes Bryson
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 15 day of March, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

March 22, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, March 22, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present - Councilmen Eller, H. M. Felder, O. E. Starnes, Holmes Bryson, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute quit-claim deeds to Jesse W. Williams; Elaine E. Wilson and wife, Pansy Mae Wilson; R. W. Nelms; Samuel H. Turner and wife, Dora J. Turner; Raymond Collins and wife, Alma Collins, and Lizzie Collins Elrod was upon motion of Councilman Starnes, seconded by Councilman Bryson unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO JESSE W. WILLIAMS; BLAINE E. WILSON AND WIFE, PANSY MAE WILSON; R. W. NELMS; SAMUEL H. TURNER AND WIFE, DORA J. TURNER; RAYMOND COLLINS AND WIFE, ALMA COLLINS, AND LIZZIE COLLINS ELROD

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1925, 1926, 1927, and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATES	ORIGINAL OWNERS	LOTS	SHEETS	WARDS	MAKE DEEDS TO
1317	Mrs. H. P. May	127	4	4	Jesse W. Williams
(1927) 6398 (1928) 1652	A. L. Burns	94,95, 96	4	5	Blaine E. Wilson and wife, Pansy Mae Wilson
2036	W. J. McDonald, et ux	86	21	5	R. W. Nelms
(1927) 6511 (1928) 2135	S. J. Hall	145,146	13	5	Samuel H. Turner and wife, Dora J. Turner
(1925) 2457 (1926) 4075 (1927) 5884 (1928) 873	Myrtle & Hattie Marsh	46	15	3	Raymond Collins and wife, Alma Collins and Lizzie Elrod

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

SECONDED BY: Holmes Bryson
COUNCILMAN

Read, approved and adopted, this 22 day of March, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing the acceptance of street maintenance, sewer maintenance and water maintenance in that section of the City of Asheville formerly owned by the Asheville Cotton Mills was upon motion of Councilman Eller, seconded by Councilman Felder, unanimously adopted as follows:

RESOLUTION AUTHORIZING THE ACCEPTANCE OF STREET MAINTENANCE, SEWER MAINTENANCE AND WATER MAINTENANCE IN THAT SECTION OF THE CITY OF ASHEVILLE FORMERLY OWNED BY THE ASHEVILLE COTTON MILLS

WHEREAS, certain individual property owners living within the corporate limits of the City of Asheville in that section of the city known as Factory Hill have made request to the governing body of the City of Asheville that the city maintain streets, sewer lines, and water lines within that development formerly owned by the Asheville Cotton Mills; and

WHEREAS, the City Council of the City of Asheville, looking to the convenience of its citizens, deems it for the best interests of the city that the street maintenance, sewer maintenance and water maintenance be assumed by the city; and

WHEREAS, the City of Asheville will assume no obligation relative to service connections, rents, etc.;

N. W. THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

1. The City of Asheville assumes maintenance of the streets, sewer lines, storm sewers, and water lines lying in that portion of the City of Asheville known as Factory Hill and formerly owned by the Asheville Cotton Mill, and being that portion between West Haywood Street and View Street, Park Square and certain portions of Roberts Street, and nothing more.

2. In addition to the above that as soon as practicable the residents of the development herein named shall receive the regular services of the City of Asheville rendered to citizens and property owners in other sections of the city.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 22 day of March, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

MAYOR L. Lyons Lee

Joyce M. Wells
CITY CLERK

Resolution authorizing mayor to execute quit claim deeds to Clyde Tweed, and C. B. Hampton was upon motion of Vice-Mayor Divelbiss, Jr. seconded by Councilman Felder unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO CLYDE TWEED, AND C. B. HAMPTON

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief Bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATES	ORIGINAL OWNERS	LOTS	SHEETS	WARDS	MAKE DEEDS TO
2242	D. G. Warlick et us Martha, T. M. Joyce	49	6	5	C. B. Hampton
(1927) 6741 (1928) 1731	L. B. Shelton	8	12	5	Clyde Tweed

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

J. E. Divelbiss, Jr.
VICE-MAYOR

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted this 29 day of March, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

March 29, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, March 29, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present- Councilmen Eller, H. M. Felder, O. D. Starnes, Holmes Tyson, C. Fred Brown, Vice-Mayor J. E. Divelbiss, and Mayor L. Lyons Lee and City Manager F. J. Purdette, Philip C. Cocke, Jr. Corporation Counsel.

The minutes of the previous meeting were read and approved.

Ordinance No. 299, entitled,"AN ORDINANCE CONDEMNING CERTAIN PROPERTY WITHIN THE CITY OF ASHEVILLE DUE TO HAZARDOUS CONDITION: ORDERING SAME TO BE PLACED IN SAFE CONDITION: GIVING CITY MANAGER CERTAIN POWERS: AND BEING FOR THE IMMEDIATE PRESERVATION OF THE PUBLIC PEACE AND SAFETY OF THE CITIZENS OF THE CITY OF ASHEVILLE IS DECLARED TO BE AN EMERGENCY ORDINANCE" was presented by City Manager P. M. Burdette.

Councilman Brown made a motion, seconded by Vice-Mayor Divelbiss, that Ordinance #299 be declared an emergency ordinance. A roll call vote was taken and the motion was passed as follows:

Councilman Brown voted	"aye"	Councilman Bryson voted	"aye"
Councilman Felder voted	"aye"	Vice-Mayor Divelbiss voted	"aye"
Councilman Eller voted	"aye"	Mayor Lee voted	"aye"

Mr. Starnes took no part in the discussion of this motion and did not vote on it.

Upon motion of Councilman Eller, seconded by Councilman Brown, Ordinance # 299 entitled " AN ORDINANCE CONDEMNING CERTAIN PROPERTY WITHIN THE CITY OF ASHEVILLE DUE TO HAZARDOUS CONDITION ORDERING SAME TO BE PLACED IN SAFE CONDITION: GIVING CITY MANAGER CERTAIN POWERS: AND BEING FOR THE IMMEDIATE PRESERVATION OF THE PUBLIC PEACE AND SAFETY OF THE CITIZENS OF THE CITY OF ASHEVILLE IS DECLARED TO BE AN EMERGENCY ORDINANCE" was passed on its first reading by the following vote:

Councilman Brown voted	"aye"	Councilman Bryson voted	"aye"
Councilman Felder voted	"aye"	Vice-Mayor Divelbiss voted	"aye"
Councilman Eller voted	"aye"	Mayor Lee voted	"aye"

READING

Ordinance #299 entitled,"AN ORDINANCE CONDEMNING CERTAIN PROPERTY WITHIN THE CITY OF ASHEVILLE DUE TO HAZARDOUS CONDITION: ORDERING SAME TO BE PLACED IN SAFE CONDITION: GIVING CITY MANAGER CERTAIN POWERS: AND BEING FOR THE IMMEDIATE PRESERVATION OF THE PUBLIC PEACE AND SAFETY OF THE CITIZENS OF THE CITY OF ASHEVILLE IS DECLARED TO BE AN EMERGENCY ORDINANCE" was passed on its second reading with the following vote:

Councilman Brown voted	"aye"	Councilman Bryson voted	"aye"
Councilman Felder voted	"aye"	Vice-Mayor Divelbiss voted	"aye"
Councilman Eller voted	"aye"	Mayor Lee voted	"aye"

Ordinance #299, entitled, "AN ORDINANCE CONDEMNING CERTAIN PROPERTY WITHIN THE CITY OF ASHEVILLE DUE TO HAZARDOUS CONDITION: ORDERING SAME TO BE PLACED IN SAFE CONDITION: GIVING CITY MANAGER CERTAIN POWERS: AND BEING FOR THE IMMEDIATE PRESERVATION OF THE PUBLIC PEACE AND SAFETY OF THE CITIZENS OF THE CITY OF ASHEVILLE IS DECLARED TO BE AN EMERGENCY ORDINANCE" was passed on its third and final reading with the following vote:

Councilman Brown voted	"aye"	Councilman Bryson voted	"aye"
Councilman Felder voted	"aye"	Vice-Mayor Divelbiss voted	"aye"
Councilman Eller voted	"aye"	Mayor Lee voted	"aye"

ORDINANCE # 299

AN ORDINANCE CONDEMNING CERTAIN PROPERTY WITHIN THE CITY OF ASHEVILLE DUE TO HAZARDOUS CONDITION: ORDERING SAME TO BE PLACED IN SAFE CONDITION: GIVING CITY MANAGER CERTAIN POWERS: AND BEING FOR THE IMMEDIATE PRESERVATION OF THE PUBLIC PEACE AND SAFETY OF THE CITIZENS OF THE CITY OF ASHEVILLE IS DECLARED TO BE AN EMERGENCY ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

WHEREAS, the building owned by Mrs. Mary Coxe Berlage and Mrs. Francis Coxe Humphreys and occupied by Charles Store and known as No. 11 Patton Avenue or portions thereof, and the West wall of the building owned by Mrs. Annie A. Lange and known as Nos. 7 & 9 Patton Avenue or portions thereof and the East wall of the building owned by Mrs. Marion F. Starnes and known as 15 Patton Avenue or portions thereof are especially dangerous to life by reason of the bad condition of the said walls caused by fire and the inspectors of the City of Asheville have found as a fact that said walls or portions thereof are especially dangerous to life and have notified the owners of such findings and said owners have not removed said unsafe and dangerous wall.

AND WHEREAS, this City Council finds as a fact that the above mentioned walls or portions thereof are unsafe and especially dangerous to life as a result of said fire and should be condemned and removed to the extent that have been made unsafe and dangerous to life, and finds that in the interest of public safety and in the exercise of its public power, the City of Asheville should remove said walls or portions thereof to the extent that they have been made dangerous to life.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. That the said building occupied by Charles Store and known as No. 11 Patton

Avenue or such portions thereof as are dangerous to life and the West wall of the building owned by Mrs. Annie A. Lange and known as 7 & 9 Patton Avenue or such portions thereof as are dangerous to life and the East wall of the building owned by Mrs. Marion F. Starnes and known as 15 Patton Avenue or such portions thereof as are dangerous to life be and they are hereby condemned for the reason hereinbefore set forth.

Section 2. That the City of Asheville forthwith remove and and all of said walls to the extent that they have been made dangerous to life as a result of said fire, at the expense of the said property owners, and the City Manager is authorized and directed through such means as he deems best to proceed to carry out the removal of said walls or portions thereof as in this ordinance provided, and if necessary, said City Manager is authorized and directed to secure the services of persons skilled in work of the character referred and secure additional labor and purchase materials to the extent necessary and pay for the same out of the contingent funds or other available funds of the City.

Section 3. That this ordinance being for the immediate preservation of the public peace and safety of the citizens of the City of Asheville is declared to be an emergency ordinance to take effect according to law.

I move the adoption of the foregoing ordinance, this 29 day of March, 1945.

F. W. Eller
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Rules suspended and immediately put upon its second and third reading and adopted and declared to be an ordinance of the City of Asheville.

Read, approved and adopted, this 29 day of March, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Mr. Starnes took no part in the discussion or voting on this ordinance.

There being no further business the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

April 5, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, April 5, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present - Councilmen Felder, O. E. Starnes, Holmes Bryson, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY AT AUCTION

Resolution authorizing the city manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Brown, seconded by Councilman Starnes, unanimously passed as follows:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY BELONGING TO THE CITY OF ASHEVILLE TO BE SOLD AT PUBLIC AUCTION

WHEREAS, the City Council of the City of Asheville deems it advisable to sell at public auction some of its property held in fee simple; and

WHEREAS, it is the opinion of the City Council that said property should be sold for the best interests of the city and the public generally, and that same should be sold at the Court House door at public auction, the city reserving the right to reject any and all bids;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager be and he is hereby authorized to advertise for sale according to law the following property:

Lots 116 thru 140, Sheet 1, Ward 6
Lots 2,6,7,8,9,10,11,12,13,14,15,16,26,27,28,29,30,40,41,42,42½, .
Sheet 2, Ward 6

I move the adoption of the foregoing resolution.

C. Fred Brown
COUNCILMAN

SECONDED BY: Ol E. Starnes
COUNCILMAN

Read, approved and adopted, this 5 day of April, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

QUI

Resolution authorizing Mayor to execute quit-claim deed to F. W. Thomas and wife, Helen J. Thomas was upon motion of Councilman Bryson, seconded by Councilman Felder unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO F. W. THOMAS AND WIFE, HELEN J. THOMAS

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the year 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
2732	F. W. Thomas and wife, Helen J. Thomas	149 150 151	7	6	F. W. Thomas and wife, Helen J. Thomas

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

Holmes Bryson
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 5 day of April, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

April 12, 1945 - - 4:30 P. M.

Because of lack of a quorum, no meeting of the City Council was held on the above date.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

April 19, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, April 19, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present - Vice Mayor Divelbiss, Councilmen C. Fred Brown, Holmes Bryson, O. E. Starnes, Earl W. Eller, H. M. Felder, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing mayor to execute quit-claim deeds to E. S. Galvean and wife, Sallie D. Galveen; F. H. Sloop and wife, Annie Josephine Sloop; Charles A. Constance and wife, Kate Constances was upon motion of Councilman Brown, seconded by Vice-Mayor Divelbiss, unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO E. S. GALVEAN AND WIFE, SALLIE D. GALVEAN; F. H. SLOOP AND WIFE, ANNIE JOSEPHINE SLOOP; CHARLES A. CONSTANCE AND WIFE, KATE CONSTANCE

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SUBDIV.	WARD	MADE DEED TO
4287	Mrs. Leo (Bertha Lou et al)	255	2	5	E. S. Calvean and wife, Sallie D. Calvean
1927 & 1945	E. F. Nickell	6	10	5	E. H. Sloop and wife, Annie Josephine Sloop
[illegible]	[illegible] Carrie B. Payne	157,158, 169,170, 171,172, 175,176, 177,178	6	2	Charles A. Constance and wife, Ida Constance

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

C. Fred Brown
COUNCILMAN

SECONDED BY: J. E. Divelbiss, Jr.
VICE-MAYOR

Read, approved and adopted, this 19 day of April, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
ASST. CITY COUNSEL

Claim of Betty Jean Thomas for personal injury was filed by L. A. Thomas, and referred to the City Manager and Corporation Counsel for investigation and report.

STATE OF NORTH CAROLINA "
COUNTY OF BUNCOMBE "
" CLAIM
BETTY JEAN THOMAS BY "
Her Next Friend, "
L. A. THOMAS "
" "
-vs- "
" "
CITY OF ASHEVILLE "

TO THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

I wish to file claim against the City of Asheville for one Betty Jean Thomas, a minor, through Her Next Friend, L. A. Thomas, for the amount of Three Thousand ($3,000.00) Dollars, representing personal injury and One Hundred Eighty-two Dollars and Thirty Cents ($182.30) for medical expense, making a total of $3,182.30, and wish to advise that on the 11th day of March, 1945, at about 4:45 P. M., the said Betty Jean Thomas was riding her bicycle down the right hand side of Hillside Street, in a westerly direction, going toward Broadway, and in order to on entering Broadway Street the front wheel of her bicycle dropped into a large hole in the street, throwing her body about ten to fifteen feet in Broadway Street, fracturing her skull, breaking her nose and cheek bone; bruising her left hip, back, and other parts of her body; and was knocked unconscious and remained in the condition Hospital for several days in an unconscious condition; and is now still under the care of two physicians, That there was no sign of warning or guard rail[illegible] around the hole in the street, to protect the public when passing over said street; and that the said Betty Jean Thomas is a minor, ten years of age, and that she attended school regularly and that it will be some time before she can return to school.

Respectfully submitted.

Merrell J. Crawford
Attorney for Claimant

L. A. Thomas first being duly sworn deposes and says: That he is the plaintiff and Next Friend of the said Betty Jean Thomas, in the above entitled action; that he has read the foregoing instrument and knows the contents of the same; that the same is true of his own knowledge, except as to those matters and things therein alleged upon information and belief, and as to such matters he believes it to be true.

L. A. Thomas
Claimant

Sworn to and subscribed before me this
the 11 day of April, 1945.

Carrie O'Connell
My commission expires: Notary Public
6-30-46
(Seal)

Mr. Taylor Bledsoe appeared before the Council in regard to lunch rooms in the City Schools.

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

April 26, 1945, - - 4:[illegible] P. M.

The City Council met in regular session Thursday, April 26, 1945 at [illegible] P. M. with Mayor L. Lyons Lee presiding: Present - Vice-Mayor Divelbiss, Jr. Councilmen C. Fred Brown, Walter Bryson, O. B. Starnes, Earl W. Eller, H. M. Felder, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee:

The minutes of the previous meeting were read and approved.

Resolution authorizing mayor to execute quit-claim deeds to J. C. Mottern and wife, Hettie C. Mottern; and C. D. Hendrix was upon motion of Vice-Mayor Divelbiss, seconded by Councilmen Brown unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO J. C. MOTTERN AND WIFE, HETTIE C. MOTTERN; AND C. D. HENDRIX

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

[illegible]	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
(1937) 4082 (1 [illegible] 1942	[illegible]. L. [illegible]rour	50	2	5	J. C. Mottern and wife, Hettie C. Mottern
[illegible]43	C. M. Redmon	137	5	2	C. L. Hendrix

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

J. E. Divelbiss, Jr.
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

[illegible] adopted and adopted, this 26 day of April, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing mayor and city manager to intervene in docket 501 at a hearing before the Civil Aeronautics Board was upon motion of Councilman Starnes, seconded by Councilman Eller, unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO INTERVENE IN DOCKET 501 AT A HEARING BEFORE THE CIVIL AERONAUTICS BOARD

WHEREAS, the Civil Aeronautics Board will sometime in the near future hold hearings relative to the granting of permits for certain air lines for the transportation of persons, property and mail; and

WHEREAS, the City of Asheville is desirous of intervening as required by the Civil Aeronautics Code and to be represented at said hearing to show that the City of Asheville should be included in any action taken, and that the City of Asheville should be on the line or lines granted permission; and

WHEREAS, the City of Asheville, being in the State of North Carolina, is interested in the subject matter of Docket 501; and

WHEREAS, North Carolina is included in the Southeastern States Case;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor and City Manager, and their legal representatives, be and they are hereby authorized and empowered to file application for an intervenor in Docket 501 of the Southeastern States Case before the Civil Aeronautics Board, and are hereby authorized and empowered to act in this particular case in the name of the City of Asheville.

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 26th day of April, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

Joyce M. Wells
CITY CLERK

May 3, 1945 - - 4: 30 P. M.

The City Council met in regular session Thursday, May 3, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen Holmes Bryson, O. E. Starnes, Earl W. Eller, H. W. Felder, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

[illegible]

Resolution authorizing the mayor to issue in name of the City Council of the City of Asheville resolutions relative to the members of the armed forces of the United States killed in action was upon motion of Councilman Starnes, seconded by Councilman Felder unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR TO ISSUE IN NAME OF THE CITY COUNCIL OF THE CITY OF ASHEVILLE RESOLUTIONS RELATIVE TO THE MEMBERS OF THE ARMED FORCES OF THE UNITED STATES KILLED IN ACTION

WHEREAS, the City Council of the City of Asheville desires to recognize by official resolution duly adopted the sacrifice of life in the cause of the war we are now fighting all those members of the armed forces of the United States who are citizens and residents of the City of Asheville; and

WHEREAS, it is fitting and proper that sufficient space be set aside in the resolution book of the City of Asheville to record each individual resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That for ourselves and for the citizens of the City of Asheville the Mayor is hereby authorized, instructed and empowered to send suitable resolutions of this body to the families of all deceased residents of the city who have lost their lives in the service of our country.

AND BE IT FURTHER RESOLVED that the City Clerk attest said resolutions and add the seal of the City of Asheville.

AND BE IT FURTHER RESOLVED that the City Clerk is instructed to set aside sufficient space in the resolution book of the City of Asheville to record each and every resolution issued by the Mayor, so that a permanent record will be kept in the archives of the city.

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

SECONDED BY: H. M. Felder

Read, approved and adopted, this 3 day of May, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing mayor to execute quit-claim deed to Margaret K. Carter was upon motion of Councilman Felder, seconded by Councilman Eller unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO MARGARET K. CARTER

WHEREAS, the City acquired through taxforeclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
(1927) 6729 (1928) 1820	G. E. & D. D. Sams Agnes Hacker	149	13	5	Margaret K. Carter

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 3 day of May, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing mayor to execute quit-claim deeds to County of Buncombe was upon motion of Councilman Eller, seconded by Councilman Bryson was unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO COUNTY OF BUNCOMBE

WHEREAS, the property hereinafter described was acquired by the Board of Financial Control through liquidation of collateral security owned entirely by Buncombe County; and

WHEREAS, the City of Asheville does not claim any interest in the property and desires to quitclaim any interest which it has or which it may appear to have because of the failure of the records in the office of the Register of Deeds for Buncombe County to reveal the true ownership of the property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and directed to execute quitclaim deeds, attested by the City Clerk, to the County of Buncombe for the property described as follow:

BEGINNING on a butternut stump on the east side of the left fork of Bull Creek, said butternut being the beginning corner of a 1.5 acre tract conveyed by W. A. Burnett and wife to C. P. Ambler; thence crossing said creek and running with Bull Mountain Road North 40 deg. 3' West 7.2 poles to a stake; thence North 68 deg. 30' West 8 poles to a stake, the Southeast corner of the Pescud 8 acre tract; thence with the East line of said Pescud tract North 33 deg. East about 20 poles to the point of intersection of said Pescud line with the right-of-way of the Blue Ridge Parkway as shown on the Court House maps of Project 2, Section P; said point of intersection being between Stations 274 and 273 as shown on maps 24 and 25 of 25 and running thence with the line of said right-of-way of said Parkway, 6 calls as follows: North 74 deg. 3' East, 72.24 feet to Station 273; thence North 71 deg. 32½' East 157.6 feet to Station 272; thence North 73 deg. 3½' East 175.3 feet to Station 27; thence South 60 deg. 27' East 673.13 feet to Station 270; thence South 24 deg. 38½' West 15.37 feet to Station 269; thence South 23 deg. 58½' West 50.08 feet to Station 268; said station being located in the old dividing line between C. P. Ambler and W. A. Burnett; thence with said old line North 72 deg. 30' West about 650 feet to a stake, the Northeast corner of said 1.5 acre tract conveyed by A. J. Burnett to C. P. Ambler as aforesaid, said point being on the East side of said left fork of Bull Creek; thence down said Creek South 71 deg. 30' West 8.4 poles to a stake; thence South 62 deg. West 10 poles to the point or place of BEGINNING, and containing 8½ acres, more or less.

BEGINNING at a steke at the intersection of the northern margin of Bryson Road with the western margin of Michigan Avenue and runs thence with said margin of Haywood ... south 37 deg. 15' west 36 feet to a stake; thence north 6 deg. 44' west 119.8 feet to a stake in the southern margin of Waynesville Avenue; thence with said margin of said Avenue ... 76 deg. 19' east 25 feet to the point of intersection of said margin of said Avenue ... the western margin of Michigan Avenue and runs thence with said margin of Michigan ... south 14 deg. 24' east 129.54 feet to the place of BEGINNING.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: [illegible]
COUNCILMAN

Read, approved and adopted, this 3 day of May, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

There being no further business the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

May 10, 1945 - - 4:[illegible] P. M.

The City Council met in regular session Thursday, May 10, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen Holmes Bryson, O. B. Starnes, Earl W. Eller, C. Fred Brown, City Manager P. M. Burdette and Mayor L. Lyons Lee:

The minutes of the previous meeting were read and approved.

[illegible]

Resolution authorizing the Mayor to execute supplemental agreement with the United States of America for the property known as the Asheville-Hendersonville Airport was upon motion of Councilman Eller, seconded by Councilman Brown unanimously adopted as follows:

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT WITH THE UNITED STATES OF AMERICA FOR THE PROPERTY KNOWN AS THE ASHEVILLE-HENDERSONVILLE AIRPORT

WHEREAS, on July 16, 1943, a lease was entered into between the City of Asheville, North Carolina, City of Hendersonville, North Carolina, and County of Henderson, North Carolina and the United States of America covering 277 acres, more or less, known as Asheville-Hendersonville Airport, Henderson and Buncombe Counties, North Carolina, for the period July 16, 1943 to June 30, 1944 with option of renewal annually thereafter to June 30, 1968; and

WHEREAS, it is desired to amend said lease to dispense with the service of notice of renewal for each fiscal year, and to further modify the lease to comply with existing regulations, as provided in said Supplemental Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor be and he is hereby authorized and directed to execute said Supplemental Agreement, a copy of which is attached hereto and made a part of this resolution.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read approved and adopted, this 10 day of May, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Lease No. W09-026-eng-1178

SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT entered into this 11 day of May 1945, by and between the CITY OF HENDERSONVILLE, NORTH CAROLINA, CITY OF ASHEVILLE, NORTH CAROLINA, AND COUNTY OF HENDERSON, NORTH CAROLINA, whose address is Hendersonville and Asheville, North Carolina respectively for their successors and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH:

WHEREAS, on July 16, 1943, a lease was entered into between the Lessor and the Government covering 277 acres, more or less, known asAsheville-Hendersonville Airport, Henderson and Buncombe Counties, North Carolina, for the period July 16, 1943, to June 30, 1944, with option of renewal annually thereafter to June 30, 1968.

WHEREAS, it is desired to amend said lease to dispense with the service of notice of renewal for each fiscal year, and to further modify the lease to comply with existing regulations, as hereinafter provided:

NOW, THEREFORE, the parties hereto do hereby amend said lease in the following respects and in these only, effective July 1, 1945:

1. Delete the last paragraph on page one of the lease beginning with the words "To have and to hold . . . and ending with the words "Day of June, 1968" in line 2, page 2, and insert in lieu thereof the following provision numbered 3:

"3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1945, through June 30, 1946, provided that, subject to the provisions of paragraph 11, unless and until the Government shall give notice of cancellation in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond June 30, 1968"

2. Add Article Number 14:

"14. a The Lessor, in performing the work required by this lease, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

b. The Lessor agrees that the provision of paragraph a above also be inserted in all subcontracts. For the purpose of this article, a subcontract is defined as any contract, entered into by the lessor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise, or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract."

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

WITNESS: CITY OF [illegible], N. C.

BY:

CITY OF ASHEVILLE, N. C.

BY:

COUNTY OF HENDERSON, N. C.

UNITED STATES OF AMERICA

BY:

[illegible]

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Bryson, seconded by Councilman Starnes, unanimously passed as follows:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY BELONGING TO THE CITY OF ASHEVILLE TO BE SOLD AT PUBLIC AUCTION

WHEREAS, the City Council of the City of Asheville deems it advisable to sell at public auction some of its property held in fee simple; and

WHEREAS, it is the opinion of the City Council that said property should be sold for the best interests of the city and the public generally, and that same should be sold at the Court House door at public auction, the city reserving the right to reject any and all bids;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager be and he is hereby authorized to advertise for sale according to law the following property:

Lots, 68, 70, 71, 72, 73, 74, Sheet 24, Ward 5, lying between the new Haywood Rd and the Southern Railroad tracks.

I move the adoption of the foregoing resolution.

Holmes Bryson
COUNCILMAN

SECONDED BY: O. B. Starnes
COUNCILMAN

Read, approved and adopted, this 10 day of May, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

May 17, 1945 - - 4: 30 P. M.

The City Council met in regular session Thursday, May 17, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen C. Fred Brown, J. E. Divelbiss, Holmes Bryson, O. E. Starnes, Earl W. Eller, H. M. Felder, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing the mayor to execute deed to W. S. Harrison was upon motion of Councilman Brown, seconded by Councilman Divelbiss unanimously passed as follows:

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE DEED TO W. S. HARRISON

WHEREAS, a resolution passed on the 5th day of April, 1945 by the City Council of the City of Asheville authorized the City Manager to sell to the highest bidder at the Court House door, after legal advertisement Lots 116 thru 140, Sheet 1, Ward 6; Lots 2,6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 26, 27, 28, 29, 30, 40, 41, 42, 42½, Sheet 2, Ward 6; and

WHEREAS, at the sale held on the 7th day of May, 1945, R. Fred Gray, agent for W. S. Harrison, became the last and highest bidder in the amount of $5,000.00 for said property; and

WHEREAS, ten days have elapsed and the said bid is hereby accepted by the City Council of the City of Asheville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and directed to execute a deed, attested by the City Clerk to W. S. Harrison for the property above referred to.

I move the adoption of the foregoing resolution.

C. Fred Brown
COUNCILMAN

SECONDED BY: J. E. Divelbiss, Jr.
COUNCILMAN

Read, approved and adopted, this 17 day of May, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing mayor to execute quit-claim deeds to W. S. Harrison and wife, Beulah L. Harrison, R. Fred Gray and wife, Helen R. Gray; and Lydia Hunt was upon motion of Councilman Starnes, seconded by Councilman Divelbiss unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO W. S. HARRISON AND WIFE, BEULAH L. HARRISON, R. FRED GRAY AND WIFE, HELEN R. GRAY; AND LYDIA HUNT

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the year 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
36-37	L. J. Brookshire and wife, Euphonia	326	5	1	W. S. Harrison and wife, Beulah L. Harrison and R. Fred Gray and wife, Helen R. Grey
1934	J. S. Fullam	82½	7	5	Lydia Hunt

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the holders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

J. E. Starnes
COUNCILMAN

SECONDED BY: J. E. Divelbiss, Jr.
COUNCILMAN

Read, approved and adopted, this 17 day of May, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Mayor Lee thanked the Council for the splendid cooperation [illegible] in past years.

There being no further business the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

MONDAY, May 21, 1945 - - 10o'clock A.M.

The re-elected City Council held its organization meeting at 10 o'clock Monday, May 21, 1945 with Mayor L. Lyons Lee presiding. The duly elected members of the City Council, took the oath of office in a body, which oath was administered by Mr. J. Ed. Swain Clerk of the Superior Court as follows:

COUNCILMEN: O. E. Starnes
C. Fred Brown
E. W. Eller
J. E. Divelbiss, Jr.
E. W. Felder
Holmes Bryson
L. Lyons Lee

Mayor Lee asked for nominations for Mayor. Mr. Bryson took the chair and put the question to the Council. Councilman C. Fred Brown with words of tribute to the splendid services to the City rendered by Mayor Lee nominated L. Lyons Lee to serve as Mayor for another two years, this motion was seconded by Councilman Felder and he was unanimously elected.

Councilman O. E. Starnes nominated Vice-Mayor J. E. Divelbiss, Jr., saying that he was now serving his tenth year with the City Council and praised the interest he has teken in his office. The motion was seconded by Councilman Earl W. Eller and Mr. J. E. Divelbiss Jr., was unanimously elected to serve as Vice-Mayor for another two years.

Councilman Holmes Bryson nominated for City Manager P. M. Burdette, this motion was seconded by Vice-Mayor Divelbiss, Jr. and he was unanimously elected.

Councilman Felder nominated for Corporation Counsel, Philip C. Cocke, Jr. this motion was seconded by Councilman Fred Brown and he was unanimously elected.

Vice-Mayor J. E. Divelbiss, nominated for City Clerk Mrs. Joyce M. Wells, this motion was seconded by Councilman Eller and she was duly elected.

Upon motion of Councilman Starnes, seconded by Councilman Bryson, the Wachovia Bank & Trust Company, The First National Bank, and the Bank of Asheville were re-named depositories for City Funds.

Upon motion of Councilman Eller, seconded by Councilman Divelbiss, bonds for City Officials were to remain the same:

Upon motion of Councilman Divelbiss, seconded by Councilman Felder, Miss Margaret Simmons was named Secretary to the Corporation Counsel.

It was moved by Councilman Eller, seconded by Councilman Starnes, that the set time of 4:30 P. M. on Thursday of each week remain the time for weekly meetings.

Oath of office was administered to the City Manager and City Clerk by Mr. J. Ed. Swain Clerk of the Superior Court.

It was moved by Councilman Divelbiss, seconded by Councilman Eller that the salaries of the City Officials remain the same. This motion was unanimously passed.

There being no further business the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

May 31, 1945 - - 4:[illegible]

The City Council met in regular session Thursday, May 31, 1945 at 4:[illegible] with Vice-Mayor J. E. Divelbiss, Jr. presiding. Present - Councilmen Holmes Bryson, E. W. Felder, Earl W. Eller, O. E. Starnes, City Manager P. M. Burdette, Corporation Counsel, Philip C. Cocke, Jr. and City Clerk J. E. Divelbiss, Jr.

The minutes of the previous meeting were read and approved.

Claim of Mrs. Lillian Baldwin for personal injury was filed by James S. Howell, her attorney, and referred to the City Manager and Corporation Counsel for investigation and report.

May 31, 1945

To Hon. Mayor Lee,
and City Council
Asheville, N. C.

Gentlemen:

Through my attorney, James S. Howell, I respectfully file with your honorable body claim for personal injuries sustained by me under the following conditions, and in compliance with Chapter ten, subsections 243 and 244, Charter of City of Asheville, relative to claims, and presentation of same:

On Friday, May 11th, 1945, at about 12 o'clock noon, I was walking east on Walnut Street, on sidewalk on the north side of said street, next to a parking lot, near Asheville Hotel.

The sidewalk, where I fell, had been permitted to become rough and uneven, due to fact that the bricks had been loosened as a result of excavation, and had not been replaced uniformly and carefully, so that when I walked over the sidewalk, between Haywood and Rankin Streets, on the north side, as aforesaid, the heel of my shoe caught in one of the loose bricks, which was projecting upwards, causing me to fall.

My injuries consisted of break in right wrist and severe bruises to right side of body, X-Rays by Doctor Murphy and attending physician, Doctor George Summers.

I respectfully claim $1,000.00 damages for such injuries.

Respectfully,

Mrs. Lillian Baldwin X (her mark)
Mrs. Lillian Baldwin
28 Catherine Street
Asheville, N. C.

Witness as to mark-
unable to write due to injuries.

Resolution authorizing the City Manager to regulate concessions at city parks was on motion of Councilman Felder, seconded by Councilman Bryson unanimously adopted as follows:

RESOLUTION AUTHORIZING THE CITY MANAGER TO REGULATE CONCESSIONS AT CITY PARKS

WHEREAS, it has been the custom of the City for some years to let privileges or concessions at the different parks in the City of Asheville; and

WHEREAS, there is some question as to whether the aforementioned function is within the powers of the legislative or the administrative arm of the government;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager is hereby authorized and empowered, in his discretion, to make such concessions in the Recreation Park, Aston Park and Carrey Whitte park and to impose such rentals therefor, as in his opinion will serve the best interests of the people of Asheville, taking into consideration the kind of concession desired, the appearance of the park to be protected, and the health and morals to be affected by the granting of any such concession.

I move the adoption of the foregoing resolution.

E. W. Felder

SECONDED BY: Holmes Bryson

Read, approved and adopted, this the 31 day of May, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing mayor to execute quit-claim deed to J. D. Dermid,Sr. was upon motion of Councilman Eller, seconded by Councilman Starnes unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO J. D. DERMID, SR.

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner said property upon the payment of the taxes, plus 6% interest and $5.00 costs, without advertising same; and

WHEREAS, J. D. Dermid, Sr. has a quit-claim deed from the County of Buncombe for the property hereinafter described; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
(1927) 6834 (1928) 2585	J. L. Porter	34-35	9	6	J. D. Dermid, Sr.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder, upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 31st day of May, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing mayor to execute quit-claim deed to [illegible] was upon motion of Councilman Starnes, seconded by Councilman [illegible], unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM [illegible]

WHEREAS, the property hereinafter described was acquired by the Board of Commissioners through liquidation of collateral security owned entirely by Buncombe County; and

WHEREAS, the City of Asheville does not claim any interest in the property, and desires to disclaim any interest which it has or which it may appear to have because of the failure of the tax collectors in the office of the Register of Deeds for Buncombe County to reveal the true ownership of the property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and directed to execute quit-claim deed, attested by the City Clerk, to the County of Buncombe for the property described as follows:

BEGINNING at a stake on the Southeast margin of Georgia Avenue at the intersection of an unnamed alley, and Georgia Avenue as shown on a plat hereinafter referred to, and runs with the Southeast margin of an unnamed alley South 44 deg. 15' West 91.7 feet to a stake in the Northeast margin of Reynolds Road; thence with the Northeast margin of Reynolds Road, South 33 deg. 30' East 43 feet to a stake in the Southwest corner of Lot #2; thence with the Northwest boundary line of Lot No. 2 North 47 deg. East 112 feet to a stake on the Northwest corner of Lot #2; thence following the Southwest margin of Georgia Avenue in a Northwest direction 44.2 feet to the BEGINNING. Being Lot #1 of Block #3, as shown on the plat of the property of Mrs. Rose A. Logan, recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Book 154 at page 48, Asheville Lot 73, Sheet 1, Ward 6, as shown on the county tax maps.

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

E. W. Eller
COUNCILMAN

Read, approved and adopted this 31st day of May, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

[illegible]

Resolution authorizing the city manager to advertise certain property for sale was upon motion of Councilman Eller, seconded by Councilmen Starnes unanimously passed as follows:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY FOR SALE

WHEREAS, the City Council of the City of Asheville has certain [illegible] Lot 1 Block [illegible], and 4, Sheet 2, and the house and lot at the corner of Broward and Pearl Alley [illegible] and in Lower Hominy Township; and

WHEREAS, the City Council of the City of Asheville deems it advisable to sell said property at public auction to the last and highest bidder;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager is hereby authorized and empowered to advertise said property for sale according to law. The City of Asheville reserves the right to reject any and all bids.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 31st day of May, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing Mayor and City Manager to intervene in docket 581 at a hearing before the Civil Aeronautics Board was upon motion of Councilman Bryson seconded by Councilman Felder, unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO INTERVENE IN DOCKET 581 AT A HEARING BEFORE THE CIVIL AERONAUTICS BOARD

WHEREAS, the Civil Aeronautics Board will sometime in the near future hold hearings relative to the granting of permits for certain air lines for the transportation of persons, property and mail; and

WHEREAS, the City of Asheville is desirous of intervening as required by the Civil Aeronautics Code and to be represented at said hearing to show that the City of Asheville should be included in any action taken, and that the City of Asheville should be on the line or lines granted permission; and

WHEREAS, the City of Asheville, being in the State of North Carolina, is interested in the subject matter of Docket 581; and

WHEREAS, North Carolina is included in the Boston-New York-Atlanta-New Orleans Case;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor and City Manager, and their legal representatives, be and they are hereby authorized and empowered to file application for an intervenor in Docket 581 of the Boston- New York - Atlanta- New Orleans Case before the Civil Aeronautics Board, and are hereby authorized and empowered to act in this particular case in the name of the City of Asheville.

I move the adoption of the foregoing resolution.

Holmes Bryson
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 31st day of May, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Ordinance #300, an ordinance Levying, Assessing, Imposing, and Defining the License and Privilege Taxes of the City of Asheville for the Fiscal Year Beginning June 1, 1945 and ending May 31, 1946 was unanimously passed by all members of the Council present as follows:

Councilman Bryson voted "aye" Councilman Felder voted "aye"
Councilman Eller voted "aye" Councilman Starnes voted "aye"

Vice-Mayor Divelbiss voted "aye"

There being no further business the meeting was upon motion adjourned.

Joyce M. Wells
CITY CLERK

VICE-MAYOR
J. E. Divelbiss Jr

June 7, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, June 7, 1945 at 4:30 P. M. with Vice-Mayor J. E. Divelbiss, Jr. presiding: Present - Councilmen Holmes Bryson, H. M. Felder, Earl W. Eller, O. E. Starnes, C. Fred Brown, City Manager, P. T. Burdette, Corporation Counsel, Philip C. Cocke, Jr. and Vice-Mayor J. E. Divelbiss, Jr.

The minutes of the previous meeting were read and approved.

Ordinance #300 an ordinance Levying, Assessing, Imposing, and Defining the License and Privilege Taxes of the City of Asheville for the Fiscal Year Beginning June 1, 1945 and ending May 31, 1946 was unanimously passed by all members of the Council present as follows:

Councilman Bryson voted "aye" Councilman Felder voted "aye"
Councilman Eller voted "aye" Councilman Starnes voted "aye"

Vice-Mayor Divelbiss voted "aye"

Resolution authorizing Mayor to execute quit-claim deed to Mrs. Clara M. Cuave, was upon motion of Councilman Starnes, seconded by Councilman Eller unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO MRS. CLARA M. CUAVE

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner or other person having an interest in said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, Mrs. Clara M. Cuave has a deed from the Board of Tax Supervision for said property; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	WARD	SHEET	MAKE DEED TO
(1927) 6645 (1928) 2002	D. F. Mitchell	6	5	10	Mrs. Clara M. Cuave

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute a deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

C. E. Sternes
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

, approved and adopted, this 7 day of June, 1945.

J. E. Livelbiss, Jr.
VICE-MAYOR

Joyce K. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CITY ATTORNEY OF COUNCIL

Mr. Adams appeared before the Council, representing Mr. Glover Murdock, to thank city officials for correcting an overflow situation on his property and to withdraw a claim previously filed.

There being no further business, the meeting was upon motion adjourned.

VICE MAYOR

CITY CLERK

June 21, 1945 - - 4: P . .

P ursuant, to recess, the meeting of the City Council was held on the above date.

CITY CLERK

June 21, 1945 - - 10: . .

. . . held at its regular session Thursday, June 21, 1945 at . . . P.M. . . . . present - Councilmen C. . . Sternes, Jr., Holmes Bryson, ... Eller, E. . . Ledbetter, Comptroller C. . . . . absent.

. . . . was read by the City Clerk and approved.

. . . . . ordinance entitled "An Ordinance Levying, Assessing, Imposing, and Providing for the Collection of License and Privilege Taxes for the Use of Asheville for the Fiscal Year Beginning June 1, 1945 and Ending May 31, 1946", which . . . had been read in full, was passed on its third and final reading with all members of the Council present voting "Aye" as follows:

Councilman . . . voted "aye" Councilman Ellis voted "aye"
Councilman . . . Bryson voted "aye" Councilman Sternes voted "aye"
Councilman . . . Holder voted "aye" Councilman Ledbetter voted "aye"

ORDINANCE NO. 300

AN ORDINANCE LEVYING, ASSESSING, IMPOSING AND PROVIDING FOR THE COLLECTION OF LICENSE AND PRIVILEGE TAXES FOR THE USE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1945 AND ENDING MAY 31, 1946

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1.

That to raise funds for general municipal purposes, the following license taxes hereinafter specified are hereby levied for the privilege of carrying on the business, trade, profession, calling, occupation, or doing the act named, or selling or offering for sale any of the articles or commodities mentioned within the corporate limits of the City of Asheville, from the first day of June, 1945 to the thirty-first day of May, 1946, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay the license tax required by this ordinance by September 1, 1945, 2% per month of the amount of such license tax shall be added to the tax required, and no license shall be granted until the license tax, plus the penalty, has been paid. The addition of the two (2%) per centum per month thereof, has been paid. The addition of the two (2%) per centum per month thereof, shall not exempt the delinquent from the penalties herein prescribed in the amount of said license tax shall not exempt the delinquent from the penalties herein prescribed in case of delinquency. The payment of any particular tax herein imposed shall not relieve the party paying same from liability for any other tax specifically imposed for any other business conducted by such person.

Section 2.

That all persons, before engaging in any business, trade, profession, calling, occupation, or doing any act on which a license tax is imposed by this ordinance, shall, except as hereinafter provided, apply for and procure in advance, from the Director of Finance or someone designated by him, for license, and upon the payment of the license tax herein imposed a license shall be issued to said applicant. Such license must be posted conspicuously in the place of business licensed, and if the license be for a peddler or place of business, the license must be kept where it may be inspected at all times by the proper city officials. No license shall be transferable or assignable except by consent of the City Manager.

Section 3.

(a) That any person, firm, or corporation, desiring to engage in any business, trade, or vocation, or do anything hereinafter mentioned in this paragraph, may be required to appear in person before the Director of Finance for a license, stating the place at which it is proposed to conduct the business, the name of the owner of the business, or, if the owner be a firm, the names of all members of such firm, or, if the owner be a corporation, the names of the officers, including the manager. And the Director of Finance shall also have the right to require the owner, proprietor, manager, or other person interested in or connected with such business, to give evidence, upon oath, touching the manner in which such business is to be or is to be conducted, as well as any other facts which the Director of Finance may deem necessary. This section shall apply to the following:

1. Keepers of Billiard, Pocket Billiard, or Bagatelle Tables.
2. Bowling Alleys, or Alleys of like kind.
3. Shooting Galleries
4. Cane Boards, Jingle Boards, or Knife Racks.
5. Penny Arcades.
6. Merry-Go-Rounds, Ferris Wheels, Switchbacks, or Roller Coasters.
7. Any kind of Table, Stand, Place, or Game, kept in a house or room used or connected with a hotel or restaurant.
8. Carnivals, Theatres, Motion Picture Shows, Vaudeville Shows, Dance Halls, Roof Gardens, or Menageries.
9. Phrenologists.
10. Lunch Counters or Restaurants
11. Hotels, Lodging Houses, or Boarding Houses.
12. Soft Drinks.
13. Junk Dealers.
14. Dressing Clubs.
15. Pawnbrokers.
16. Second-hand Dealers.
17. Gasoline or Oil Filling Pipes, Service Tanks, or Pumps.

(b) A license may be refused for any business enumerated in the preceding sub-section unless the City Manager shall be satisfied that the applicant, or the proposed manager, is a person of good moral character and fit and proper person to conduct such business, and unless he shall also be satisfied that the place proposed is a suitable place for the conduct of such business.

(c) That billiard rooms, pool rooms, bowling alleys, bagatelle tables., or rooms where games or tables of like kind are operated, and also restaurants, cafes, lunch counters, or places where soft drinks are sold, be kept clear of screens or other obstructions of any kind.

Section 4.

That before license shall be issued for any of the following businesses, the applicant shall execute a satisfactory bond, payable to the City, in the amount hereinafter named, conditioned for the faithful observance by such licensee, his or its servants, agents, or employees, of all laws and ordinances now in force or hereinafter enacted, relating to such business, and further conditioned to save the City harmless for damage arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City Manager may determine.

1. Pawnbrokers - - -

PROVIDED, that no tax shall be collected where persons advertising place signs on their own vehicles, or for advertisement of football or baseball games.

PROVIDED, further, that the provisions of this section shall apply to all itinerants as defined herein who place advertisement signs on their vehicles.

AGENTS NOT SPECIFICALLY TAXED

Every person engaged in business as an agent, having the agency for the manufacturer, producer, or distributor, and not specifically taxed by some other section of this License Schedule, shall pay a tax of, per annum - $ 25.00

AGRICULTURAL IMPLEMENTS AND MACHINERY.

Every person, firm, or corporation, engaged in the business of selling agricultural implements and machinery, shall pay a tax of, per annum - $ 25.00

AMUSEMENT DEVICES (SEPARATE FROM A CARNIVAL)

See "Riding Devices"

AMUSEMENT PARKS

Every person, firm, or corporation, engaged in the business of operating a park open to the public as a place of amusement, in which there may be either a bowling alley, trained animal show, penny or nickel machine for exhibiting pictures, moving picture show, theatrical performance, or similar entertainment, shall pay for the privilege of conducting such amusement park, a license tax as follows:

Municipal license for two (2) months or less -	$ 200.00
Municipal license for four (4) months -	400.00
Municipal license for eight (8) months -	600.00
Municipal license for twelve (12) months -	800.00

PROVIDED, the payment of the tax shall not authorize the operation of a carnival, circus, or show of any kind that moves from place to place.

ANTIQUE DEALERS --DEALERS IN

Per annum - - - - - - - - - - - - - - - - - - -

(c) Every person, firm, or corporation, selling and delivering bakery products, including bread, cakes, crackers, or doughnuts, shall pay for the privilege of delivering such products within the City, a license tax of, per annum - $ 125.00

PROVIDED, That this tax shall not apply to merchants selling bakery products, bread, cakes, crackers, or doughnuts, in connection with a regular merchandising business; and, provided, further, that it shall be unlawful for any person, firm, or corporation, selling or delivering bakery products after the passage of this ordinance to sell or deliver any such products from avehicle unless such vehicle shall have plainly and visibly painted on it the name of the person, firm, or corporation, operating same, together with the name of the city where such bakery products are manufactured and to also procure from the Health Officer a "Bakery Delivery Permit", the number of which permit must be on such vehicle.

Doughnuts, machines - - - - - - - - - - - - - - - - - - -

(b) Tourist homes: Every person, firm or corporation engaged in the business of operating a tourist home, tourist camp, or similar place advertising in any manner for transient patronage, or soliciting such business, shall pay a license tax for five rooms or less, per annum - - - - $ 2.50

For each and every additional room - $ .50

BOATS AND BOAT SUPPLIES

Every person, firm or corporation selling boats and/or boat supplies, and/or equipment for boats, shall pay a license tax of, per annum - $ 25.00

BONDS, CIVIL

(a) Every person, firm or corporation, who justifies on any civil bond or makes a bond of any civil nature himself or for any other person, firm or corporation, for profit, shall pay a license tax, per annum - $ 75.00

(b) Every person, firm, or corporation who justified on any criminal bond or makes and appearance bond for a defendant in the Criminal Courts within the City of Asheville, and receives compensation therefor, shall pay a license tax of, per annum - $ 40.00

PROVIDED, that in the event any person, firm, or corporation, engages in the business of justifying on or making both civil and criminal bonds for profit, then and in such event, such person, firm, or corporation, shall pay an annual tax of - $ 100.00

BOOK AGENTS

Per annum - $ 25.00
Per day - 2.50

MAY BE PRORATED

Book agent shall always carry the license receipt issued and show the same when called to do so by anyone who such a cut calls on for the purpose of making a sale or demonstration.

BOOKBINDERS

"See Binders of Books"

BOOKSTORES AND STATIONERS

Every person, firm, or corporation, engaged in the business of selling books and stationery, where fifty (50) per cent or more of the business is derived from the sale of books and stationery, shall pay a license tax of, per annum - $ 25.00

Where the principal business is not the sale of books and stationery, a tax shall be paid of, per annum - 2.50

PROVIDED, this shall not apply to newsstands.

BOOTBLACK STANDS

Every person, firm, or corporation, operating any shoeshine parlor or other place open to the public for the shining of shoes, and having two or more seats or chairs, shall be charged per annum, for each seat or chair - .50

BOTTLING WORKS

(a) Every person, firm, or corporation, manufacturing, producing, bottling, or distributing in bottles, or other closed containers, soda water, Coca-Cola, Pepsi-Cola, Ginger Ale, Chero-Cola, Dr. Pepper, grape, and other fruit juices or imitations thereof, carbonated or malted beverages, and like preparations, commonly known as soft drinks, shall pay a special license tax under the following schedule, to-wit:

LOW PRESSURE EQUIPMENT:

Where the machine or the equipment unit used in the manufacture of the above named beverage is:

51 Spouts or greater capacity, low-pressure filler -	$ 225.00
41 Spouts and less than 51 spouts, low-pressure filler - - - - - - - - - - - - - - - - - -	187.50
36 Spouts and less than 41 spouts, low-pressure filler - - - - - - - - - - - - - - - - - -	150.00
32 Spouts and less than 36 spouts, low-pressure filler - - - - - - - - - - - - - - - - - -	125.00
24 Spouts and less than 32 spouts, low-pressure filler - - - - - - - - - - - - - - - - - -	87.50
18 and less than 24 spouts, low-pressure filler -	62.50
12 and less than 18 spouts, low-pressure filler -	21.87

HIGH PRESSURE EQUIPMENT.

Where the machine or the equipment unit used in the manufacture of the abovenamed beverage is a:

Royal (8-head); Shields (8-head); Adriance (6-head); or other high pressure equipment having manufacturers' rating capacity of over 60 bottles per minute - 150.00

Royal (4-head); Adriance (2-head); Shields (2-head); full equipment having manufacturers' rating capacity of over fifty and less than sixty bottles per minute - - - - - - - - - - - - - - - - - - - $ 125.00

Royal (4-head); Adriance 2-head); Shields (2-head); (full automatic); or other high pressure equipment having manufacturers' rating capacity of more than 40 and less than 60 bottles per minute - - - - - - - - - - - - - - - - - - -

PAWNBROKERS, ETC.

Every person, firm, or corporation, engaged in lending money or other things for profit, or on account of specific articles of personal property deposited with the lender in pledge, a license tax of, per annum - - -

CEMENT BLOCKS

manufacturers of cement blocks, or pipes manufacturers, each per annum - - -

less than $ 2,000 annually - - -

[illegible]

Every person, firm or corporation, operating a dancing school, or place for giving instruction in dancing, shall pay a license tax of, per annum - - -

...very person engaged in the business ofoperating any stores for se... ...ers, or helpers, teachers, laborers, or persons for any employment whatsoever, ...services rendered, shall pay a license tax of, per annum - - - - - - - $ 25.00

...

...

...

...$ 25.00

..., ..., PAWNBROKERS, SALE OF USED OR ANTIQUE TOOLINGS

...ally engaged in licensed halls, tents, or theatres, employed by or for charitable, re... ..., or educational purposes, shall pay a license tax of, for each day or part of each ... performance - $ 25.00

...ville, Tennessee, that if such chautauqua, operas, star course, theatrical troupe, or enter... ..., shall be subject to the State License Tax, as provided under Section 103, sub-section 3 of the 1945 ... Act, shall pay a license tax of, for each week or part thereof - - - - - - - - - - - - - - $ 25.00

...

...son, firm or corporation, selling and/or distributing dynamite, powder, or other ex... ...shall pay a license tax of, for annum - $ 25.00

...subject to special ordinance regulating Explosives.

...

...person, firm or corporation, domestic or foreign, engaged in the business of an ex... ...ing, as defined in the 1945 Revenue Act, shall pay for the privilege of doing such business within the municipal limits, a license tax of, per annum - $ 75.00

...ided, that this license is paid the license tax under Trucks in section "E" is not collectible.

(b) Every person, firm or corporation, hauling or delivering express within the corporate limits of the City of ...ville, shall pay an annual license tax as follows:

On each motor vehicle of one ton capacity or less - $ 25.00
On each motor vehicle of more than one ton capacity and not more than two - - - - - - - - 35.00
On each vehicle over two ton capacity - 45.00

...

...day - 2.50
...week - 10.00

" ; "

FACTORIES, BARREL, CASK, KEGS

See "Barrel Factories"

FAT TRY, TAX

See "Tax Factories"

FAX PEDDLERS

See "Fruits and Produce"

FEATHER RENOVATING

Each, per annum - $ 10.00

FERRIS WHEELS

See "Riding Devices"

FERTILIZER DEALERS

Every person, firm or corporation or their agents selling, delivering or distributing fertilizer or plant food, shall pay a license tax of each, per annum - $ 25.00

Mixers or manufacturers of fertilizers, shall pay a license tax of per annum - - - - - - $ 150.00

NOT PROMOTED

Provided, however, only the latter shall be collected from an manufacturer who is also a dealer.

...CLES

See "Automobile ...service Stations"

...S, MERCHANDISING OF

...ept by State Statutes

...ONAL COMPANIES

...ept by State Statutes

...ED

...ohibited by State Statutes

...ES, ORNAMENTAL

Every person, firm or corporation ..., selling gold, silver, or other ornamental ..., clocks, ...watches, bowls, or other ornamental purposes shall pay a license tax of, per annum - - - - - - $ ...

This tax shall not be collected when a ... license is obtained.

...S, SELLING OF

Prohibited

...OF WATER HEATERS

Each, per annum - ...

Provided, that all dealers in ... meters shall secure a permit from the ... ...

...TEN CENT STORES

Every person, firm or corporation, engaged in the operation of a business commonly known as ... ...designated as a "Five and Ten Cent Store", or where the majority of the articles of merchandise are ... ...sale and are priced at less than one dollar, shall pay a license tax of, per annum - - - - - - ...

Provided, where this tax of $20.00 is paid, the "Chain Store" license tax, and all other ... ...levied by this ordinance on individual items, shall not be collectible, but otherwise, "Chain Store" ... of the other individual items shall be collectible.

...TS, MERCHANTS SELLING

See "Balloons"

...ISHERS

Floor finishers using electrically operated machinery, shall pay a ... tax of ... per ... - ...

...ERS

(a) On every person, firm or corporation, operating or maintaining a shop or store for the sale ... ...flowers or ornamental plants, a license tax shall be paid of, per annum - - - - - - - - - - - - - - ...

Provided, that if any person, firm or corporation shall do an annual business of less than $1,... ...transaction $1,500.00 the license tax on such business shall be - - - - - - - - - - - - - - - - $ 25.00

Provided where such annual business is less than $1,500.00 a license tax of per annum - - ...

(b) On every person, firm or corporation, operating or maintaining a wagon or truck for the sale of flowers, or ornamental plants on the streets of the city, and not paying the ... tax, or load ... or vendor, shall pay a license tax of, per annum - $ 25.00

The foregoing tax shall NOT BE PRORATED.

(c) Flower Peddlers. Prohibited on all business streets and sidewalks within the fire district, ... or curb market. See Curb market ordinance for regulations.

...ING AND/OR GRIST MILLS

Every person, firm or corporation operating a flour and/or grist mill, shall pay a license tax of, ... - $ 50.00

Provided, where small grist mills grinding corn only, shall pay a license tax of per annum - ...

...M AND FEED STORES

Every person, firm or corporation whose principal business is selling of flour, meal and/or feed at wholesale or retail shall pay a license tax of, per annum - ...

Provided, where retail grocery stores or other retail establishments, whose principal business is not the selling of feed, the tax shall be, per annum on feed - ...

...-ROUND OR MERRY-GO-ROUND

(See "Riding Devices"

[illegible]

See "Junk Dealers"

[illegible]

Each, per annum - - -

[illegible] person, firm or corporation, who or which sells or offers for sale, from any railway car, [illegible] or wagon, shall be deemed a peddler within the meaning of this section and shall pay an annual license tax of - - -

[illegible]

for " ellows"

[illegible]--RETAIL DEALERS

(a) Each retail dealer, per annum - - -

[illegible], [illegible] this section shall not apply to washerwomen.

Every person, firm, or corporation operating what is commonly called a cash and carry office [illegible] hauling, and/or clearing and pressing, shall pay a tax of, per annum - - - - - - - - - - $ 10.00

[illegible]

Every person, firm or corporation engaged in the business of operating a laundry outside of [illegible], and soliciting laundry business within the City of Asheville through agents, shall pay a license tax of, per annum - $ 10.00

[illegible]

[illegible]

[illegible]

[illegible]

Each picture where admission is charged, except where solely for charitable, religious or educational, per day - $ 50.00

[illegible]--KITE [illegible]

See "Balloons"

[illegible]

[illegible], same as "Soft Drink Stands"

[illegible] MACHINES, [illegible] MACHINES

Each, per day - $ 5.00

[illegible]

Each lighting fixture dealer having a general office, or selling from a receiving point, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

[illegible] selling 50 lbs. or less of fresh meats per week, each, per annum - $25.00

[illegible] selling from 500 to 1,000 lbs of fresh meats per week, each, per annum-$50.00

[illegible] markets selling from 1,000 to 1,500 lbs of fresh meats per week, each per annum-$80.00

[illegible] selling over 1,000 lbs of fresh meats per week, each, per annum - - $150.00

[illegible], however, that the Director of Finance may require at any time an affidavit from the operator during the tax year and if during any week of the tax year a meat market operator sells more than allowed in the Class in which he is paying license he shall be required to pay the difference [illegible] the Class in which he belongs.

[illegible], that such license tax shall be paid for each meat market operated within the corporate limits of the City of Asheville.

[illegible], firm or corporation selling cured and/or spiced meats Only (salt pork and fatback excepted) shall pay a license tax of, per annum - - -

" N "

[illegible]

[illegible]

Every person, firm or corporation conducting any newspaper contest, shall pay a license tax as follows:

Weekly, semi-weekly or monthly newspapers, magazines or periodicals - - - - - - - - - -$ 25.00
Daily newspapers -$ 100.00

NEWS STANDS

Per annum -$ 2.50

NEWS STANDS ON STREETS OR SIDEWALKS

Prohibited

NEWSPAPER OR MAGAZINE DISTRIBUTORS

[illegible] -$ 25.00

NURSERIES

Every person, firm or corporation operating a nursery, or selling or displaying for the purpose of advertisement or sale nursery products, shall pay a license tax of, per annum - - - - - - - - $ 25.00

PROVIDED, if persons growing plants or evergreens in City or Buncombe County not operating a store, no tax shall be collected. Peddling plants,bulbs, and evergreens, see "Goods, Wares and Merchandise."

" O "

OATMEAL

[illegible] State Statutes

OFFICE EQUIPMENT

Every person, firm or corporation engaged in the business of selling office equipment, or supplies [illegible] a license tax of, per annum -$ 25.00

OIL, [illegible]

See "Coal, Oil"

OILS AND GREASES

(a) Every person, firm or corporation engaged in the business of selling illuminating or lubricating oils or greases, or benzine, naptha, gasoline, or other products of like kind from an agency, station or warehouse, for the distribution or sale of the aforementioned commodities as defined in Section 137 of the Revenue Act of 1945, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - -$ 50.00

PROVIDED, that this shall apply only to agencies or warehouses in the City of Asheville engaged in the distribution or sale of the commodities enumerated.

(b) Every person, firm or corporation engaged in the business of selling illuminating or lubricating oils or greases, or benzine, naptha, gasoline, or other products of like kind, who do not maintain an agency, station, or warehouse within the City of Asheville, shall pay a license tax, of per annum-$50.00

(c) Every person, firm or corporation engaged in the business of reconditioning or refining oils, shall pay a license tax of, per annum - $ 20.00

OPERA

See "Chautauquas"

OPTICAL SUPPLIES

Every person, firm or corporation selling optical goods or supplies at wholesale, shall pay a license tax of, per annum -$ 150.00

At retail, per annum - 5.00

PROVIDED, however, that the foregoing tax shall not be collected from duly licensed practicing physicians, optometrists, or oculists.

OPTICIANS

Exempt by State Statutes

OPTOMETRISTS

Exempt by State Statutes

ORGANS--MATERIAL

Exempt by State Statutes

ORGANS, PIANOS AND PHONOGRAPHS

Every person, firm or corporation engaged in the business of selling, ordering, or procuring for sale, any of the articles hereinafter enumerated, shall pay for the privilege of conducting such business, a special license tax, per annum as follows:

For pianos and/or graphophones, radios, or radio accessories, victrolas, or other instruments using disc or cylinder records, and/or the sale of records for either or all of these instruments- - $5.00

For each traveling representative or agent for the sale of pianos, and/or graphophones, radios, or radio accessories, victrolas, or other instruments using disc or cylinder records, and/or the sale of records for either or all of these instruments -$5.00

ORGANS AND PIANO TUNERS OR REPAIRERS

Organ or piano tuners or repairers, per annum - $5.00
Itinerant, per annum - 50.00

ORIENTAL GOODS--DEALERS IN

Per annum - [illegible]

ORTHOPEDISTS

Exempt by State Statutes

OYSTERS AND FISH DEALERS

See "Fish and Oyster Dealers"

" P "

PACKING HOUSES

Every person, firm or corporation engaged in or operating a meat packing house, and every wholesale dealer in meat packing house products, who owns, leases, or rents and operates a cold storage warehouse in connection with such wholesale business, shall pay for each such packing house or cold storage warehouse, a license tax of, per annum - $ 150.00

PAINTING CONTRACTORS

See "Contractors"

PAINTS, ETC.

Every person, firm or corporation selling or distributing paint, oil, turpentine, or other paint products, shall pay a license tax of,per annum - , 10.00

PROVIDED, where roofing is sold an additional tax of $5.00 shall be charged.

PAPER OR PAPER PRODUCTS

Every person, firm or corporation engaged in the sale or distribution of paper or paper products, where twenty per cent or more of their business is the sale or distribution of paper, shall pay a license tax of per annum -$50.00

PROVIDED, that where less than 20% of the business is paper products, the license tax shall be- - - - - - - - - - - - - - - - - - - -

THEATRE, TRAVELING, MOVING, TRAVELING THEATRICAL, VAUDEVILLE, OR TRAVELING EXHIBITION [illegible]

Every person, firm or corporation, engaged in the business of a traveling theatrical, traveling motion picture, and/or traveling vaudeville company, giving exhibitions or performances in any hall, tent, or other place not duly licensed as a theatre, moving picture or vaudeville house, for the privilege of engaging in such business shall pay a license tax of $25.00 for each day or part of a day's exhibition or performance.

PROVIDED, that:

(a) Artists, exhibiting paintings or statuary work of their own hands, shall only pay - - -.

(b) Such places of amusement that do not charge more than a total of fifty cents (50¢) [illegible] admission at the door, including reserved seat, and shall perform or exhibit continuously in any given place for not as much as one week, shall be required to pay $25.00 per week or part of week.

PROVIDED, however, where such amusement company holds an annual state-wide license, as provided under Section 103 of the 1945 Revenue Act, such company shall pay $10.00 per week, or part of week, provided such places of amusement do not charge more than a total of 50¢ (fifty-cents) for admission at the door as provided for in sub-section B of this section.

(c) The owner of the hall, tent or other place where such amusements are exhibited or performances held shall be liable for the tax.

Application for permit to exhibit must be made in the same manner as herein required of a circus, and no performance shall be given unless permit is granted.

TILE OR CEMENT BLOCKS

See "Cement Blocks"

TIRES

Every person firm or corporation who is engaged in the business or keeping in stock, selling, or offering for sale any of the articles or commodities hereinafter enumerated, shall pay the following tax, per annum:

(a) For pistols - - -

[illegible]

See "Cookers, Steam"

PEANUT AND POPCORN ROASTER

Every person engaged in the business of operating any peanut or popcorn roaster or stand, shall pay a license tax of, per annum - $10.00

PROVIDED, that when a peanut or popcorn roaster or stand is operated in connection with some other business, the license tax shall be only - $ 5.00

PEDDLERS OF BOOKS

See "Book Agents"

PEDDLERS--GENERAL

See "Goods, Wares and Merchandise"

PEDDLERS OR VENDORS OF MEDICINE

See "Goods, Wares and Merchandise"

PEDDLING

See "Goods, Wares and Merchandise", also "Fruits and Produce"

PEDDLING OF FISH

PROHIBITED

PENNY ARCADES OR PARLORS

See "Arcades"

PETROLEUM REFINING WORKS

See "Refining Works"

PERFUMES AND TOILET ARTICLES, COMPACTS, LIPSTICKS, ETC.

Every person, firm or corporation selling perfume, cologne, toilet water, bath salts, compacts, lipsticks, or other toilet articles, shall pay a license tax of per annum - - - - - - - - -$ 5.00

PROVIDED, where the gross sales are less than $500.00 annually, the tax shall be - - -$:2.50

PET SHOP

Every person, firm or corporation operating a shop usualy known as a "pet shop" or place of business where pets such as dogs, monkeys, cats, birds, fish, white mice, and/or other pets by whatsoever name called, are sold, shall pay a license tax of, per annum - $ 25.00

PHONOGRAPHS

See "Organs"

PHOTOGRAPHERS

Exempt by State Statutes

PHOTOSTAT DEALERS

Every person, firm or corporation making photostatic reproductions or engaged in the business of making photostatic copies for sale, shall pay a license tax of, per annum - - - - - - - - - - -$ 25.00

PHRENOLOGIST

PROHIBITED

PHYSICIANS

Exempt by State Statutes

PIANO OR ORGAN REPAIRERS OR TUNERS

See "Organ Repairers or Tuners"

PICTURE MACHINES--ADVERTISING BY USE OF

See "Advertising by Use of Picture Machines"

PICTURES, MOVING

See "Moving Pictures"

CIRCUS, CARNIVAL, ROWING, TRAVELING THEATRICAL, VAUDEVILLE, [illegible]

Every person, firm or corporation, engaged in the business of a traveling theatrical, traveling motion picture, and/or traveling vaudeville company, giving exhibitions or performances in any hall, tent, or other place not duly licensed as a theatre, moving picture or vaudeville house, for the privilege of exhibiting in such business shall pay a license tax of $25.00 for each day or part of a day's exhibits or performance.

PROVIDED, that:

(a) Artists, exhibiting paintings or statuary work of their own hands, shall only pay - -$2.00

(b) Such places of amusement that do not charge more than a total of fifty cents (50¢) for admission at the door, including reserved seat, and shall perform or exhibit continuously in any given place as much as one week, shall be required to pay $25.00 per week or part of week.

PROVIDED, however, where such amusement company holds an annual state-wide license, as provided under Section 103 of the 1945 Revenue Act, such company shall pay $10.00 per week, or part of week, provided such places of amusement do not charge more than a total of 50¢ (fifty-cents) for admission at the door as provided for in sub-section B of this section.

(c) The owner of the hall, tent or other place where such amusements are exhibited or performances held shall be liable for the tax.

Application for permit to exhibit must be made in the same manner as herein required of a circus, and no performance shall be given unless permit is granted.

[illegible] BLOCKS

See "Cement Blocks"

PISTOLS

Every person firm or corporation who is engaged in the business or keeping in stock, selling, or offering for sale any of the articles or commodities hereinafter enumerated, shall pay the following tax, per annum:

(a) For pistols -$50.00
(b) For bowie knives, dirks, daggers, sling-shots, loaded canes, iron or metallic knuckles, or articles of like kind -$ [illegible]
(c) Blank cartridge pistols - $200.00

PROVIDED, however, that if such person, firmor corporation deals only in metallic cartridges the tax shall be, per annum - $ 5.00

PLANTS, BULBS AND EVERGREENS

See "Seeds and Plants"

PLUMBING CONTRACTORS

See "Contractors"

PLUMBING SUPPLIES

Every person, firm or corporation selling plumbing supplies shall pay a license tax of, per annum (wholesale) - - - - - - - - - - - - - - - - - - -

[illegible] "DRY CLEANING PLANTS, AND HAT BLOCKERS

Every person, firm or corporation engaged in the business of pressing and/or dry cleaning any article of clothing, re-shaping, cleaning and/or reblocking any hats, shall pay a license tax of, per annum, as follow:

(a) Where not more than three persons are employed - - -

[illegible], or agent for, each [illegible] license tax of, per annum - - - - - - - - - - - - - - - $ 50.00

[illegible]

See "Automobile Equipment --used parts"

[illegible]

See "Machines--Vending"

[illegible]

(a) Every person, firm or corporation who or which is engaged in the business of dealing in [illegible] as defined in section 1[illegible]2 of the 1945 Revenue Act, or who or which maintains a place of or [illegible] engaging in and/or selling shares of stock in any corporation, bonds, or any [illegible] or brokerage, shall pay for the privilege of transacting such business, [illegible], per annum - - - - - - - - - - - - - - -

[illegible], [illegible]

See "Fruit Stands"

[illegible], [illegible]--[illegible]

See "Mercantile"

[illegible]

See "Merchants"

[illegible], [illegible] [illegible]

See "Oil Mobile Service Stations"

[illegible]

Every [illegible] steam, gas or motor driven shovel operated in the City of Asheville a license tax shall be [illegible], per annum - - -

TILE DEALERS

Every person, firm or corporation engaged in the business of selling tile, shall pay a license tax, of, per annum - - -

[illegible] shall pay a license tax of, per annum:

[illegible] ---------- 10.00
[illegible] ---------- [illegible]
[illegible] ---------- [illegible]

[illegible] shall pay a license tax of, per annum:

(a) [illegible] selling wood for fuel purposes, shall pay a license tax ---------- 5.00

(b) [illegible] selling chemical kindling, shall pay a license tax ---------- [illegible].00

[illegible] or [illegible], per annum ---------- 15.00
[illegible], per annum ---------- [illegible]

[illegible], or any person paying the $75.00 license tax set out in [illegible] additional

[illegible] shall pay for operating a [illegible], [illegible] ---------- 10.00

[illegible], firm or corporation operating a mill manufacturing woolen cloth, shall pay a license ---------- 100.00

[illegible]"

"[illegible]

[illegible] firm or corporation selling or distributing yeast at wholesale, shall pay a license tax of, per annum.

"MISCELLANEOUS

[illegible], [illegible], [illegible], [illegible], [illegible] [illegible] ENGRAVINGS PROCURED [illegible]

[illegible] ---------- [illegible]
[illegible] ---------- [illegible]
[illegible] ---------- 1.00
[illegible] ---------- 10.00
[illegible] ---------- [illegible]

SECTION 16

[illegible] shall willfully make any false statement in any application for license under [illegible] or schedule, shall, upon conviction, be liable for a penalty of fifty ($ 50.00) dollars.

SECTION 17

That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed; provided that this repeal shall in no way affect any rights heretofore acquired for the collection of [illegible] or any penalty or any right heretofore acquired under any ordinance of this city.

Read, approved and adopted on the foregoing ordinance, this the 31 day of May, 1948.

E. W. Aller
MAYOR

ATTEST BY: H. M. Felder
COUNCIL MAN

Read, approved and adopted by the Council on first reading, 31st day of May, 1948, with all members of the Council present voting "aye"; read, approved and adopted by the Council on second reading 7th day of June, 1948; with all members of the Council present voting "aye"; and upon its third reading approved and adopted on the 21st day of June, 1948 with all members of the Council present voting "aye". This ordinance shall become effective 7th day of July, 1948.

I. Lyons Lee
MAYOR

ATTEST AS TO FORM:

Joyce W. Wells
CITY CLERK

Philip C. Cocke, Jr. Corporation Counsel

[illegible] Council [illegible] Lovell [illegible].

[illegible] Councilmen Hollis, [illegible] Councilman Iler.

[illegible]

[illegible]

Resolution entitled [illegible] of the [illegible] extending [illegible] with [illegible] Asheville [illegible] Carolina [illegible] the [illegible] [illegible] Councilman Gerson, [illegible]

FOLLOWING [illegible] VOTED [illegible] AYE: [illegible] NAY: [illegible] ABSENT [illegible] Councilmen [illegible] Lovell [illegible] Councilman Iler.

[illegible], on the 4th day of December, 1945, [illegible] Asheville and the Carolina Power & Light Company, [illegible] City of Asheville [illegible] and the life of [illegible] be renewed and extended; and

[illegible], on the 15th day of [illegible], 1948, [illegible] said lease expire on [illegible], 1965; and

[illegible], on the 17th day of December, 1945, said [illegible] Council [illegible] of said lease expire on [illegible], 1965;

[illegible], due to considerable [illegible] the Carolina [illegible] of large sums of [illegible] for the Carolina [illegible] said [illegible] for a term of fifteen [illegible]

NOW, THEREFORE, BE IT [illegible] BY THE CITY [illegible]:

That the life of said lease [illegible] extension [illegible] and extended for an additional period of fifteen [illegible] the termination of said lease on December 1, 1965;

That said lessee shall pay all of [illegible] taxes and [illegible] during the year 1948;

That at the expiration of said lease [illegible] all [illegible] said leased property [illegible];

That the Corporation Counsel be [illegible] amendment [illegible] changing the existing lease [illegible] property [illegible] to conform to this resolution.

I move the adoption of the foregoing resolution.

[illegible]

ATTEST: [illegible]

Read, approved and adopted this 21 day of June, 1948.

[illegible]

[illegible]

Philip C. Cocke, Jr.
City Attorney

[illegible] certain property for sale [illegible] follows:

[illegible] follows:

[illegible]

[illegible]

[illegible]

[illegible] resolution.

[illegible]
COUNCIL

ATTEST:
[illegible]
[illegible]

[illegible], 1945.

[illegible]
[illegible]

[illegible]
CITY CLERK

[illegible]

[illegible]

[illegible]

[illegible] CITY OF ASHEVILLE [illegible] follows:

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]
COUNCIL

ATTEST:
[illegible]
CITY CLERK

[illegible], 1945.

[illegible]
MAYOR

[illegible]
CITY CLERK

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

(1771 West Street No. 3 as shown on said map to be dedicated by the City of Asheville, and that said deeds be hereby referred to and attached to the [illegible].

[illegible] the foregoing resolution.

E. W. Felder
COUNCILMAN

SECONDED BY: Helen Trexler
COUNCILWOMAN

[illegible], this 7th day of June, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

[illegible]:

Philip D. Cooke, Jr.
CITY ATTORNEY

[illegible], the motion was upon motion adjourned.

Joyce M. Wells
CITY CLERK

June 28, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, June 28, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen E. Fred Thomas, O. E. Sternes, Earl W. Iller, E. W. Felder, Helen Trexler, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

An ordinance authorizing Mayor to execute quit-claim Deed to J. P. Porter was upon motion of Councilman Iller, seconded by Council[illegible], unanimously, adopted as follows:

AN ORDINANCE TO AUTHORIZE QUIT-CLAIM DEED TO J. P. PORTER

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous [illegible] prior to January 1933; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief [illegible] any natural person which has obtained title to any real estate the former owner of which, [illegible] or other person having an interest in said property upon the payment of the [illegible] and $2.00 costs, without advertising same; and

WHEREAS, J. P. Porter has a deed from the County of Buncombe for said property; and

WHEREAS, the following property was sold at private sale:

GRANTEE	FORMER OWNER	LOT	SHEET	MAP	DEED TO
City	J. P. Dorsey and wife	100, 101	1	5	J. P. Porter

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville is and he is hereby authorized and empowered to execute the quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the [illegible] referred to, and the liability of the property for taxes for the period in which title was vested in the City [illegible].

I move the adoption of the foregoing resolution.

E. W. Iller
COUNCILMAN

SECONDED BY: O. E. Sternes
COUNCILMAN

Read, approved and adopted, this 28th day of June, 1945.

L. Lyons Lee
MAYOR

ATTEST:

Joyce M. Wells
CITY CLERK

Philip D. Cooke, Jr.
CITY ATTORNEY

Mayor Lee [illegible] to come [illegible] and read [illegible] referred to [illegible].

[illegible], [illegible], [illegible]:

[illegible] Council of the City of Asheville:

1. [illegible]. Construct [illegible], [illegible].

2. [illegible]: 12" [illegible] Well [illegible], [illegible] Creek.

3. [illegible] [illegible]: [illegible] sewer [illegible] [illegible] flowed down said street [illegible] the City's [illegible] section of said [illegible] [illegible] connection to [illegible] sewer or system [illegible] to collect or [illegible] sewer rents [illegible] or take care of [illegible].

4. [illegible] [illegible]: That the [illegible] [illegible] [illegible]

July 15, 1946 - 1:30 ...

...ller, ...ler, ...ller, ...

...

...

Joyce M. Wells

July 19 - - 4:30 P. M.

Because of lack of a quorum no meeting of the City Council was held on the above date.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

July 26, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday July 26, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present - Councilmen C. Fred Brown, Earl W. Eller, H. M. Felder, Holmes Bryson, City Manager P. M. Burdette, Corporation Counsel Philip C. Cooke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing mayor to execute quit-claim deeds to Raymond Collins and wife, Alma Collins: and L. C. Jones was upon motion of Councilman Felder, seconded by Councilman Eller, unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO RAYMOND COLLINS AND WIFE, ALMA COLLINS: AND L. C. JONES

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1926, 1927, and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title title to any real estate the power and authority to reconvey to the original owner or other person having an interest in said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, Raymond Collins and L. C. Jones each have a quit-claim deed from the County of Buncombe for the property hereinafter described; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
(1927) 5397 (1928) 820	J. W. Hopkins	47	15	3	Raymone Collins and wife, Alma Collins
4860	Dock Lee	18	13	6	L. C. Jones

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE.

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 27 th day of July, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cooke, Jr.

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

August 2, 1945 - - 4: 30 P. M.

Because of lack of a quorum, no meeting of the City Council was held on the above date.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

August 9, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday August 9, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present - Councilmen Earl W. Eller, H. M. Felder, J. E. Swivelbiss, Jr., O. E. Starnes, City Manager P. M. Burdette, Corporation Counsel Philip C. Cooke, Jr. and Mayor L. Lyons Lee.

ADVERTISE CERTAIN PROPERTY FOR SALE

Resolution authorizing the City Manager to advertise certain property for sale was upon motion of Councilman Starnes, seconded by Councilman Eller unanimously adopted as follows:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY FOR SALE

WHEREAS, the City of Asheville has acquired certain property by reason of tax foreclosures for the years 1927 and 1928; and

WHEREAS, in order to get said property back on the tax books it is necessary to advertise same for sale; and

WHEREAS, the City Council has received certain offers for Lot 24, Sheet 8, Ward 6, and Lot, 63, Sheet 3, Ward 5;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager is hereby authorized and empowered to advertise said property for sale according to law.

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 9 day of August, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

Philip C. Cooke, Jr.
CORPORATION COUNSEL

Resolution authorizing mayor to execute quit-claim deeds to Robert Kennedy; Viola M. Knollman; and Roger A. Faulkner and wife, Ruby R. Faulkner was upon motion of Vice-Mayor Divelbiss, seconded by Councilman Felder unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO ROBERT KENNEDY; VIOLA M. KNOLLMAN; AND ROGER A. FAULKNER AND WIFE, RUBY R. FAULKNER

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to re-convey to the original owner or other person having an interest in said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, Robert Kennedy, Viola M. Knollman, and Roger A. Faulkner and wife, Ruby R. Faulkner, each have quit-claim deeds from the County of Buncombe for the property hereinafter described; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
(1927) 5397 (1928) 820	J. W. Hopkins	97	14	3	Robert Kennedy
(1927) 6848 (1928) 2392	H. H. Cathey	26	7	6	Viola M. Knollman
1653	Eugene Carland et ux Lucy	3,4	2	5	Roger A. Faulkner and wife, Ruby R. Faulkner

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

J. E. Divelbiss, Jr.
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 9 day of August, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip. C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing city manager to advertise for sale certain properties acquired by the City of Asheville under tax foreclosure certificatew was upon motion of Councilman Felder, seconded by Councilman Starnes, unanimously adopted as follows:

RESOLUTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR SALE CERTAIN PROPERTIES ACQUIRED BY THE CITY OF ASHEVILLE UNDER TAX FORECLOSURES CERTIFICATES

WHEREAS, the City of Asheville owns certain lots situated in the fifth ward of the City of Asheville, having acquired same under 1928 tax foreclosure certificates; and

WHEREAS, the City of Asheville has received certain offers for said land; and

WHEREAS, said land was originally owned by the Amboy Land Company, a defunct corporation and has been lying idle, and there has been no payment of taxes on same since the City of Asheville acquired same for the 1928 certificates; and

WHEREAS, it is to the best interests of the City of Asheville generally to have said property placed on the tax books for all back, subsequent and current taxes; and

WHEREAS, the County of Buncombe holds certificates to part of the lands being offered for sale but the City of Asheville has title under tax foreclosure proceedings to the vast majority of same; and

WHEREAS, in order to comply strictly with the statute, and in order to give a good title to the last and highest bidder, it is deemed advisable to offer said property for sale to the highest bidder at the Court House door;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager be and he is hereby authorized and empowered to advertise for sale Lots 235 through 242, Sheet 7, Ward 5; Lots 246 through 255; Sheet 7, Ward 5; Lots 3,4, Sheet 8, Ward 5; Lots 6 through 10, Sheet 8, Ward 5; Lot 13, Sheet 8, Ward 5; Lots 16 through 21, sheet 8, Ward 5; Lot 25, Sheet 8, Ward 5; Lots 27 through 30, Sheet 8, Ward 5; Lots 33 through 46, Sheet 8, Ward 5; Lots 48, 121, Sheet 9, Ward 5; Lots 123 through 134, Sheet 9, Ward 5; Lots 137 through 138, Sheet 9, Ward 5; Lots 147, Sheet 9, Ward 5; Lots 151 through 158, Sheet 9, Ward 5; Lots 160 through 165, Sheet 9, Ward 5; Lots 167 trough 176, Sheet 9, Ward 5; Lots 178 through 216, Sheet 9, Ward 5; Lots 153 through 178, Sheet 10, Ward 5; Lots 183, 184, 185, Sheet 10, Ward 5; Lots 190, 191, 193, 194, 195, Sheet 10, Ward 5; Lots 197 through 201, Sheet 10, Ward 5; Lots 206 through 209, Sheet 10, Ward 5; Lots 211 through 218, Sheet 10, Ward 5.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 9 day of August, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution adopting the budget for the City of Asheville for the fiscal year beginning July 1, 1945 and ending June 30, 1946 was upon motion of Councilman Divelbiss, seconded by Councilman Starnes unanimously adopted as follows:

RESOLUTION ADOPTING THE BUDGET FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JULY 1, 1945 AND ENDING JUNE 30, 1946

WHEREAS, the City Manager of the City of Asheville, presented to the City Council this the 9th day of August, 1945 the operating and debt service budget for the City of Asheville for the fiscal year beginning July 1, 1945 and ending June 30, 1946, and the budget as presented shows the amount to be expended for the operation of the various departments of the City of Asheville and the amount to be expended for debt service as follows:

(a) General Government	$ 116,974.60
(b) Law	9,425.00
(c) Finance	20,800.00
(d) Public Welfare	44,352.00
(e) Public Safety	281,925.00
(f) Libraries	26,738.00
(h) Public Works	264,284.40
(i) Parks and Playgrounds	66,865.40
(l) Water Department	249,689.40
Total Operating	$ 1,081,053.80

Debt Service

Principal and Interest

General Refunding Bonds - Series 1	$ 442.854.00
General Refundinf Bonds - Series 2	11,805.00
Water Refunding Bonds	225,000.00
Total	679,659.00
TOTAL APPROPRIATIONS	1,760,712.80

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the budget as presented to the City Council by the City Manager on the 9th day of August, 1945 covering the City of Asheville operating and debt service appropriations, as outlined above, the total being $1,760,712.80, be approved and the same is hereby adopted as the budget of the City of Asheville for the fiscal year 1945-46.

I move the adoption of the foregoing resolution.

J. E. Divelbiss, Jr.
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 9 day of August, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

August 16, 1945--4:30 P. M.

Because of lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Joyce M. Wells
CITY CLERK

August 23, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, August 23, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present - Councilmen O. E. Starnes, Earl W. Eller, Holmes Bryson, Corporation Counsel Philip C. Cocke,Jr. and Mayor L. Lyons Lee.

Resolution authorizing the Mayor to execute quit-claim deed to Viola M. Knollman was upon motion of Councilman Bryson, seconded by Councilman Eller unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO VIOLA M. KNOLLMAN

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner or other person having an interest in said property upon the payment of the taxes, plus of interest and $6.00 cost, without advertising same; and

WHEREAS, Viola M. Knollman has a quit-claim deed from the County of Buncombe for the property hereinafter described; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
(1927) 6848	H. H. Cathey	32	7	6	Viola M. Knollman

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

Holmes Bryson
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 23 day of August, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing the Mayor to execute deed to C. L.Parker was upon motion of Councilman Bryson seconded by Councilmen Starnes, unanimously adopted as follows:

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE DEED TO C. L. PARKER

WHEREAS, a resolution passed on the 21st day of June, 1945, by the City Council of the City of Asheville authorized the City Manager to sell to the highest bidder at the Court House door, after legal advertisement

Lots 37 and 38, Sheet 3, Ward 5; and

WHEREAS, at the sale held on the 23rd day of July, 1945, C. L. Parker became the last and highest bidder in the amount of $400.00; and

WHEREAS, ten days have elapsed, and the said bid is hereby accepted by the City Council of the City of Asheville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and directed to execute a deed, attested by the City Clerk to C. L. Parker for its interest in the property above referred to.

I move the adoption of the foregoing resolution.

Holmes Bryson
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 23 day of August, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Bryson, seconded by Councilman Starnes unanimously passed as follows:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY BELONGING TO THE CITY OF ASHEVILLE TO BE SOLD AT PUBLIC AUCTION

WHEREAS, the City Council of the City of Asheville deems it advisable to sell at public auction some of its property held in fee simple; and

WHEREAS, it is the opinion of the City Council that said property should be sold for the best interests of the city and the public generally, and that same should be sold at the Court House door at public auction, the city reserving the right to reject any and all bids;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager be and he is hereby authorized to advertise for sale according to law the following property:

Lot 90 - Sheet 15 - Ward 6

Lot 8¼ - Sheet 7 - Ward 4

Lot 97 - Sheet 4 - Ward 4

I move the adoption of the foregoing resolution.

Holmes Bryson
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted this 23 day of August, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Ordinance #301 " AN ORDINANCE REGULATING LICENSING OF TAXICABS AND TAXICAB DRIVERS" was passed on its first reading upon motion of Councilman Starnes, seconded by Councilman Bryson, with the following vote:

Councilman Bryson voted " aye " Councilman Eller voted "aye"
Councilman Starnes voted "aye" Mayor Lee voted "aye"

There being no further business the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

August 30, 1945 - - 4:30 P. M.

Due to lack of a quorum, no meeting of the City Council was held on the above date.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

September 6, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, September 6, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present - Councilmen Earl W. Eller, H. M. Felder, O. E. Starnes, Holmes Bryson, A. F. Hyelbiss, Jr., City Manager P. M. Burdette, Corporation Counsel, Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

Resolution authorizing Mayor to execute quit-claim deed to County of Buncombe was upon motion of Councilman Starnes, seconded by Councilman Felder unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO COUNTY OF BUNCOMBE

WHEREAS, the property hereinafter described was acquired by the Board of Financial Control through liquidation of collateral security owned entirely by Buncombe County; and

WHEREAS, the City of Asheville does not claim any interest in the property and desires to quitclaim any interest which it has or which it may appear to have because of the failure of the records in the office of the Register of Deeds for Buncombe County to reveal the true ownership of the property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and directed to execute quitclaim deed, attested by the City Clerk, to the County of Buncombe for the property described as follows:

Lots 29, 30, 31, Sheet 6, Ward 4, as shown on the County Tax Maps

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 6 day of September, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Ordinance # 301 being " AN ORDINANCE REGULATING LICENSING OF TAXICABS AND TAXICAB DRIVERS" was unanimously passed on its second reading with the following vote.

Councilman Felder voted	"aye"	Councilman Divelbiss voted	"aye"
Councilman Eller voted	"aye"	Councilman Starnes voted	"aye"
Councilman Bryson voted	"aye"	Mayor Lee voted	"aye"

Mr. Tucker appeared before the Council in regard to begging. The matter was referred to the City Manager.

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

September 13, 1945 - 4:30 P. M.

The City Council met in regular session Thursday, September 13, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present - Councilmen O. E. Starnes, H. M. Felder, C. Fred Brown, Holmes Bryson Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel, Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

Ordinance #301 being, " AN ORDINANCE REGULATING LICENSING OF TAXICABS AND TAXICAB DRIVERS" was unanimously passed on its third and final reading with the following vote.

Councilman Felder voted	"aye"	Councilman Starnes	voted "aye"
Councilman Eller voted	"aye"	Councilman Brown	voted "aye"
Councilman Bryson voted	"aye"	Mayor Lee voted	"aye"

AN ORDINANCE REGULATING LICENSING OF TAXICABS AND TAXICAB DRIVERS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. Application for Permit. Any person desiring to engage in the business of operating taxicabs, livery cars or sightseeing cars, shall first make application to the Mayor and City Council for a permit to operate such vehicles on the streets and highways of the City of Asheville. Said application shall be in writing, addressed to the Mayor and City Council, and shall be filed with the Clerk of the Council. It shall contain the full name and address of the applicant, and if applicant is a corporation, the name of its officers. It shall also state the business to be engaged in, the location from which the business is to be operated, the type of equipment to be used, the maximum number of passengers each vehicle is manufactured to carry, the number of vehicles to be operated, and any other information requested by the City Council.

Section 2. Reference to Committee, Hearing and Report. Upon the filing of such application, the City Council shall refer the same to a Committee composed of the City Manager, the Director of Public Safety and the Chief of Police, which Committee shall fix a time and place for a public hearing thereon, at its earliest convenience. At such public hearing, testimony shall be heard for or against the granting of the permit under and by virtue of the power and authority vested in the Council and the City Manager with reference thereto. After the hearing, such Committee shall make its favorable or unfavorable report to the Mayor and City Council at its next regular meeting, and the Mayor and City Council shall either approve and adopt, or reject adversely, the report of such Committee. If the application is approved, the Clerk of the City Council shall issue a permit. No person, firm or corporation shall operate or cause the operation of any such vehicles on the streets and highways of the City of Asheville, N. C., until a permit has been granted and issued, after such application and hearing.

I move the adoption of the foregoing ordinance, this the 23 day of August, 1945.

O. E. Starnes
COUNCILMAN

SECONDED BY: Holmes Bryson
COUNCILMAN

Read, approved and adopted, this 13 day of September, 1945, to become effective 29 day of September, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution approving sale and authorizing Mayor to execute quit-claim deed for certain lots formerly owned by Amboy Land Company was upon motion of Councilman Felder, seconded by Councilman Bryson unanimously adopted as follows:

RESOLUTION APPROVING SALE AND AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED FOR CERTAIN LOTS FORMERLY OWNED BY AMBOY LAND COMPANY

WHEREAS, The City of Asheville has acquired through foreclosure of tax liens approximately 263 lots in Ward 5 in the City of Asheville formerly owned by the Amboy Land Company; and

WHEREAS, these lots are a part of a large real estate subdivision and because of the accumulated tax liens and because of the lack of marketability of the property acquired through tax foreclosure the properties are nonproductive; and

WHEREAS, it is the policy of the City Council of the City of Asheville to undertake to place properties of this kind on the tax books to make same productive relative to past and current taxes, and with a view of rehabilitating the properties so that they may be placed in the hands of owners who will develop same and make same productive; and

WHEREAS, the City Council by resolution has authorized the property mentioned herein to be advertised and sold at the Court House door; and

WHEREAS, said advertisement has appeared in The Asheville Times once a week for four successive weeks, and said sale was held at the Court House door on Monday, September 10, 1945, at 12 o'clock noon; and

WHEREAS, R. M. Swicegood became the last and highest bidder for this property for the amount of $5,900.00 pro rated as follows:

1926 city taxes	$ 407.01
1927 city taxes	529.60
1928 city taxes	529.60
Street paving assessments, city lien	1,674.90
Sewer assessments, city lien	564.35
Total	$ 3,705.46

said amount of $3,705.46 being the amount of accumulated taxes for the years mentioned, and paving and sewer assessments due the City of Asheville, and $2,194.54 to be paid to the Board of Tax Supervision for any and all taxes held by it to the present date;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the purchase price in the amount of $5,900.00 prorated as mentioned above be approved, and the mayor is authorized upon payment of same to execute quit-claim deed to Robert M. Swicegood for the following property:

LOT	SHEET	WARD
216,217,218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 246, 247, 249, 248, 250, 251, 252, 253, 254, 255	7	5
3, 4, 6, 7, 8, 9, 10, 13, 16, 17, 18, 19, 20, 21, 25, 27, 28, 29, 30, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101,	8	5
110, 111, 112, 113, 114, 115, 116, 117, 118, 120, 121, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 137, 138, 139, 147, 151, 152, 153, 154, 155, 156, 157, 158, 160, 161, 162, 163, 164, 165, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210 211, 212, 213, 214, 215, 216	9	5
153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 183, 184, 185, 190, 191, 193, 194, 195, 197, 198, 199, 200, 201, 206, 207, 208, 209, 211 212, 213, 214, 215, 216, 217, 218	10	5

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: Holmes Bryson
COUNCILMAN

Read, approved and adopted, this 13 day of September, 1945.

L. Lyons Lee
MAYOR

APPROVED AS TO FORM:
Philip C. Cocke, Jr.
CORPORATION COUNSEL

Joyce M. Wells
City Clerk

Resolution approving sale and authorizing Mayor to execute quit-claim deeds to Annie Heard and Mrs. Minnie Jones was upon motion of Councilman Eller, seconded by Councilman Starnes unanimously adopted as follows:

RESOLUTION APPROVING SALE AND AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO ANNIE HEARD AND MRS. MINNIE JONES

WHEREAS, the City of Asheville has acquired through foreclosure of tax liens certain property hereinafter described; and

WHEREAS, it is the policy of the City Council of the City of Asheville to undertake to place properties of this kind on the tax books to make same productive relative to past and current taxes, and with a view of rehabilitating the properties so that they may be placed in the hands of owners who will develop same and make same productive; and

WHEREAS, the City Council by resolution has authorized the property mentioned herein to be advertised and sold at the Court House door; and

WHEREAS, said advertisement has appeared in The Asheville Times once a week for four successive weeks, and said sale was held at the Court House door on Monday, September, 10, 1945 at 12 o'clock noon; and

WHEREAS, Annie Heard became the last and highest bidder for Lot 24, Sheet 8, Ward 6, in the amount of $73.03 prorated $ 9.33 due the City of Asheville for 1927 taxes and $ 63.70 to be paid County of Buncombe for any and all taxes held by it to the present date; and C. G. Jones became the last and highest bidder for Lot 63, Sheet 3, Ward 5, in the amount of $13.21 due the City of Asheville for 1925 1926, 1927 and 1928 taxes:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the above purchase prices be approved, and the Mayor is authorized upon payment of same to execute quit-claim deed to Annie Heard for Lot 24, Sheet 8, Ward 6, and Mrs. Minnie Jones for Lot 63, Sheet 3, Ward 5,

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read,approved and adopted, this 13 day of September, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
COPPORATION COUNSEL

A delegation of negroes, headed by Eugene Smith, appeared before the Council requesting that the proposal of the City employing negro policemen be given consideration.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

September 20, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, September 20, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present- Councilman O. E. Starnes, E. W. Felder, Earl W. Eller, J. E. Divelbiss, Jr., City Manager P. M. Burdette, Corporation Counsel, Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

Resolution authorizing Mayor to enter into lease with James Cade was upon motion of Councilman Divelbiss, seconded by Councilman Eller unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO ENTER INTO LEASE WITH JAMES CADE

WHEREAS, a tentative lease has been entered into with James Cade for certain property owned by the City located at #89 Valley Street; and

WHEREAS, the City Council of the City of Asheville approves said lease with James Cade;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and instructed to enter into said lease with James Cade, the lease in question being attached hereto and made a part of this resolution.

I move the adoption of the foregoing resolution.

J. E. Divelbiss, Jr.
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 20 day of September, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE

LEASE

THIS AGREEMENT, entered into this the 20 day of September, 1945, by and between the City of Asheville, a municipal corporation existing under and by virtue of the laws of the State of North Carolina party of the first part, and JAMES CADE, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part that certain property known as #89 Valley Street in the City of Asheville upon the following terms and conditions:

1. That the term of this lease shall be two years, beginning October 1, 1945 and expiring September 30, 1947.

2. That the party of the second part agrees to pay as rental for said property the sum of Fifty-five ($55.00) Dollars per month for the first ten months of this lease and Fifty ($50.00) per month for the next fourteen months.

3. That the rental above set out shall be payable on the first day of each and every month during the period of this lease.

4. That in the event of the sale of said property the party of the second part agrees to vacate said property upon sixty days written notice from the party of the first part.

5. That at the expiration of this lease the party of the second part shall have the privilege of renewing said lease for a period of two years upon terms to be agreed upon between the parties hereto.

6. That the party of the second part agrees to pay all light and water bills for said property, and to return said property to the party of the first part at the expiration of this lease in as good condition as said property is at present, ordinary wear and tear excepted.

7. In the event the party of the second part fails to comply with any of the terms and provisions of this lease, then this lease shall become null and void, and the party of the second part shall have the right to enter upon said property and take possession thereof.

IN WITNESS WHEREOF, the City of Asheville, party of the first part has caused these presents

tc be signed in its name by the Mayor, duly authorized by resolutiom of the governing body of the City of Asheville; and the party of the second part has hereunto set his hand amd seal, this the day and year first above written.

CITY OF ASHEVILLE

By L. Lyons Lee
MAYOR

ATTEST:

Joyce M. Wells
CITY CLERK

(SEAL)

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

September 27, 1945 - - 4: 30 P. M.

The City Council met in regular session Thursday, September 27, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present - Councilmen H. M. Felder, C. Fred Brown, O. E. Starnes, J. E. Divelbiss, Jr., Holmes Bryson, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

Mr. P. M. Burdette read the following letter from Mr. J. C. Walker, Division Engineer of the State Highway and Public Works Commission relative to the maintenance of Carrier Bridge and asked that it be made a part of the minutes of this meeting.

State of North Carolina
STATE HIGHWAY AND PUBLIC WORKS COMMISSION

Asheville, N. C.

Buncombe County

September 20, 1945

Mr. P. M. Burdette
City Manager
Asheville, N. C.

Taking Over Carrier Bridge for Maintenance

Dear Mr. Burdette:

On September 14th, I wrote Mr. Baise asking him to mail you a copy of the notice that he sent to the Buncombe County Commissioners, relative to taking over Carrier Bridge for maintenance, so you could place this in your city records. I am quoting below, the letter we received from him:

"I have your letter of September 14th, in regard to the date we took over the Carrier Bridge for maintenance. In this connection I wish to advise that the Commission at their last meeting on August 29th, 1945, approved the taking over of this bridge formaintenance purposes."

Very truly yours,

Signed: J. C. Walker

Division Engineer

Jcw-Bwc

Letter on file in City Clerk's office - Council File - Carrier Bridge- 1945-46

Resolution authorizing mayor to execute quit-claim deed for certain property in the Beverly Hills development adjacent to the Municipal Golf Course in Buncombe County was upon motion of Councilman Starnes, seconded by Councilman Bryson unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED FOR CERTAIN PROPERTY IN THE BEVERLY HILLS DEVELOPMENT ADJACENT TO THE MUNICIPAL GOLF COURSE IN BUNCOMBE COUNTY

WHEREAS, there appear to be certain discrepancies in the property lines that are conflicting as shown by survey made by John S. Tennent in book 10 page 77 in the office of the Register of Deeds for Buncombe County and as shown by survey made by Brown and Gibbs, engineers, described as Exception 1, Deed Book 305, page 398; and

WHEREAS, it is apparent from the lines of occupation that Tennent's line was used in the sale of lots in the subdivision known as Beverly Hills; and

WHEREAS, in order to straighten said property lines and clear title in so far as the City of Asheville is concerned it becomes necessary to execute quit-claim deed to Joseph R. Gill and wife; Pauline T. Gill, as Mr. Gill is negotiating for the purchase of Lot 1, Block T, of the subdivision and development mentioned herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is authorized to execute quit-claim deed for that portion of the property mentioned in this resolution and referred to by description hereto attached to Joseph R. Gill and wife, Pauline T. Gill, and the City Clerk is hereby authorized to attach the seal of the City of Asheville.

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

SECONDED BY: Holmes Bryson
COUNCILMAN

Read, approved and adopted, this 27th day of September, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
ASSISTANT COUNSEL

To be conveyed to Joseph R. Gill and wife, Pauline T. Gill, by the City of Asheville:

BEGINNING at a stake in a southern line of Lot 1, Block T as shown on a plat of Beverly Hills recorded in Plat Book 10, page 77, by John S. Tennent, said line being shown on said plat as a north western line because of a mistake on the plat of 156 deg. - 47' (measured counter-clockwise from correct north) in orientation of the magnetic reference meridian, said beginning point also being in a southern line of Exception 1 as mentioned in a deed from Malcomgson Land Company to the City of Asheville in Deed Book 305, page 398 and being the following courses and distances from Point A. as mentioned in said deed: S 19 deg.-44 W 147.30, S. 28 deg.-56 E 166.20, S. 32-37W 278.25, N 56 deg. -27' W 27.40' ; thence from said beginning corner S - 84-02W 51.54' to a stake in the eastern margin of Edgewood Road, said margin being 11' from the eastern edge of the 18' concrete pavement thence along the eastern margin of Edgewood Road with the arc of a circle of 2700' radius 57.27' to a point; thence S 56 deg.-27' E 86.71' to the BEGINNING, being a traingular portion excluded from Exception 1 in the deed previously referred to but included in Lot 1, Block T in the plat recorded by John S. Tennent in Plat Book 10, page 77. The triangular portion of the land described is shown in a plat by D. B. Bible, Registered Engineer in Plat Book ____ page ____reference to which is hereby made for more particular description.

Resolution authorizing the Mayor to execute deed to First Presbyterian Church was upon motion of Councilman Eller, seconded by Councilman Brown unanimously adopted as follows:

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE DEED TO FIRST PRESBYTERIAN CHURCH

WHEREAS, a resolution passed on the 12th day of July, 1945, by the City Council of the City of Asheville authorized the City Manager to sell to the highest bidder at the Court House door, after legal advertisement, Lot 50, Sheet 1, Ward 4, being lot at the corner of Church and Willow Streets; and

WHEREAS, at the sale held on the 10th day of September, 1945 R. P. Booth, agent, became the last and highest bidder in the amount of Three Thousand ($3,000.00) Dollars; and

WHEREAS, ten days have elapsed and the said bid is hereby accepted by theCity Council of the City of Asheville:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and directed to execute a deed, attested by the City Clerk, to First Presbyterian Church for the property above referred to.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read, approved and adopted, this 27th day of September, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cooke, Jr.
CORPORATION COUNSEL

Resolution authorizing City Manager to execute lease with General Outdoor Advertising Company was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted as follows:

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE LEASE WITH GENERAL OUTDOOR ADVERTISING COMPANY

WHEREAS, the City Manager has entered into a tentative agreement with the General Outdoor Advertising Company to place a certain sign board on a certain lot designated in said lease; and

WHEREAS, the City Council of the City of Asheville approved said lease with the General Outdoor Advertising Company;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager is hereby authorized and instructed to enter into said lease with the General Outdoor Advertising Company, the lease in question being attached hereto and made a part of this resolution.

I move the adoption of the foregoing resolution.

C. Fred Brown
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 27th day of September, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cooke, Jr.
CORPORATION COUNSEL

STATE OF NORTH CAROLINA,

COUNTY OF BUNCOMBE,

LEASE

THIS LEASE, entered into this the 1st day of October, 1945, by and between the CITY OF ASHEVILLE, party of the first part, and GENERAL OUTDOOR ADVERTISING COMPANY, party of the second part.

WITNESSETH:

That the party of the first part hereby lesses to the party of the second part, for and in consideration of the sum of $12.50 to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, that property known as Lot 106, Sheet 4, Ward 4. This lease is made for the specific purpose of allowing the party of the second part to erect and maintain on said property one panel signboard.

It is agreed between the parties hereto that if the party of the first part, through its authorized agent, should deem it necessary to use the above mentioned lot for other purposes, this lease shall then be void.

It is further agreed between the parties hereto that for the panel signboard the lessee, party of the second part, shall pay to the party of the first part the sum of $12.50 dollars per year.

This lease shall be in force and effect for a period of one year from this date with the exception above made.

CITY OF ASHEVILLE

By P. M. Burdette
City Manager

GENERAL OUTDOOR ADVERTISING COMPANY

By _____

APPROVED AS TO FORM:

Philip C. Cooke, Jr.
CORPORATION COUNSEL

Resolution appointing members of the Airport Board for the maintenance, operation, etc. of the Asheville-Hendersonville Airport, was upon motion of Councilman Divelbiss, seconded by Councilman Felder unanimously adopted.

RESOLUTION APPOINTING MEMBERS OF THE AIRPORT BOARD FOR THE MAINTENANCE, OPERATION, ETC. OF THE ASHEVILLE- HENDERSONVILLE AIRPORT

WHEREAS, under Senate Bill 79 of the North Carolina General Assembly of 1945, there was enacted A BILL TO BE ENTITLED AN ACT RELATING TO AERONAUTICS; DEFINING TERMS; PROVIDING FOR THE ACQUISITION, ESTABLISHMENT, CONSTRUCTION, ENLARGEMENT, IMPROVEMENT, MAINTENANCE, EQUIPMENT, OPERATION AND REGULATION OF AIRPORTS, OTHER AIR NAVIGATION FACILITIES AND AIRPORT PROTECTION PRIVILEGES BY MUNICIPALITIES; PERMITTING THE ACCEPTANCE OF FEDERAL AID; AUTHORIZING JOINT ACTION BY MUNICIPALITIES, AND TO MAKE UNIFORM THE LAW WITH REFERENCE TO PUBLIC AIRPORTS; and

WHEREAS, under said bill airports jointly owned by two or more municipalities are empowered to set up a board to operate, maintain and run said airports, to provide for other functions, and to determine the number of representatives on said board by those municipalities in proportion to the amount of money invested in said airport; and

WHEREAS, the representation on the Asheville-Hendersonville Airport Board being on a five to two ratio, the City of Asheville having the right and power to name five members, the City of Hendersonville having the right to nameone member, and the County of Henderson one member; and

WHEREAS, the five to two ratio is predicated upon the amount of money invested as per the agreement mentioned herein;

N, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That C. Fred Brown, Weldon Weir, Don S. Elias, J. Hamilton Slagle and E. C. Burleson be and they are hereby appointed as members of the Asheville-Hendersonville Airport Board representing the City of Asheville to operate, maintain and supervise the Asheville-Hendersonville Airport, and to do any and all things necessary and pertinent to the operation, maintenance and control of same as set forth and with the power and authority granted under Senate Bill 79 entitled as above and passed by the North Carolina General Assembly session of 1945. The members named herein shall hold their appointmenton this board at the pleasure of the governing body of the City of Asheville.

I move the adoption of the foregoing resolution.

J. E. Divelbiss, Jr.
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 27 day of September, 1945.

I. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Mr. Burdette read the following letter to the Council and announced that Mr. Monroe Redden had been named by the County of Henderson to serve as its representative on the Airport Board.

CITY OF HENDERSONVILLE

HENDERSONVILLE, NORTH CAROLINA

July 27, 1945

Mr. Pat M. Burdette
City Manager
Asheville, N. C.

Dear Pat:

I am writing you this letter in regard to a member on the Asheville- Hendersonville airport committee to represent Hendersonville. At the last meeting of the committee council Mr. Harry E. Buchannan was appointed to represent Hendersonville and has accepted. If this is not sufficient, I will be glad to send you a copy of the minutes.

We in Hendersonville appreciate this airport and fully realize that if it had not been for the efforts of your good city, the airport would not have been developted as it has.

With kind personal regards, I am

Sincerely yours

Signed: A. V. Edwards
Mayor

A delegation of citizens representing the residents of Carroll Avenue, Edgehill Street, Bingham Avenue and Biltmore Avenue appeared before the Council presenting a petition in regard to the skating rink operated on Valley Street for the amusement of colored people being a public nuisance. This matter was referred to the City Manager and Corporation Counsel for investigation and report.

The delegation also requested a report concerning Carroll Avenue Bridge. Mr. Burdette informed them that the Bridge would not be closed, but would be repaired as soon as labor is available.

There being no further business, the meeting was upon motion adjourned.

I. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

October 4, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, October 4th, 1945 at 4:30 P. M. with Mayor I. Lyons Lee presiding: Present: Councilmen C. Fred Brown, Holmes Bryson, Earl W. Eller, [illegible] E. Starnes City Manager, P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor I. Lyons Lee.

Resolution of the City Council of the City of Asheville consenting to the sale of certain properties by the Board of Tax Supervision for Buncombe County was upon motion of Councilman Eller, seconded by Councilman Brown unanimously approved as follows:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASHEVILLE CONSENTING FOR THE SALE OF CERTAIN PROPERTIES BY THE BOARD OF TAX SUPERVISION FOR BUNCOMBE COUNTY

WHEREAS, the Board of Tax Supervision for Buncombe County through foreclosure of tax liens has acquired title to certain properties listed in the names of George P. Street or Interstate Bond Company or Graves Investment Company; and

WHEREAS, the Board of Tax Supervision holds such title as was acquired through said foreclosures for the account of the City of Asheville and the County of Buncombe as their interests appear and it is the responsibility of the Board of Tax Supervision to liquidate said properties according to law; and

WHEREAS, the Board of Tax Supervision may not convey said properties without the consent of the City of Asheville and the County of Buncombe for a purchase price less than the amount of taxes, costs, penalties and interest accrued; and

WHEREAS, the interest of George P. Street, Interstate Bond Company and Graves Investment Company in the properties involved initiated through a large purchase of tax sales certificates by George P. Street many years ago, and through foreclosure of these certificates or by purchase at foreclosure sale of tax liens George P. Street and his successors in title own or claim to own the properties involved, but because of the lack of marketability of title of properties thus acquired and because of the depressed real estate market in prior years and because of the unfavorable location and lack of utility of most of the properties involved liquidation as contemplated failed, and consequently additional taxes accumulated against these properties and general confusion of the tax records resulted; and

WHEREAS, the governing bodies of the City of Asheville and the County of Buncombe are endeavoring to liquidate tax delinquencies according to law and an equitable basis to the end that all taxable property will again become tax productive; and

WHEREAS, it is apparent that a grave error was made when the tax sales certificates were sold to George P. Street and the condition now confronting the governing bodies is a result thereof and an unusual situation is thereby presented; and

WHEREAS, the governing bodies of the City and County feel that the circumstances of the tax delinquencies of the properties involved are considerably different from the ordinary delinquencies and therefore require special treatment; and

WHEREAS, said governing bodies feel that the best interests of the tax payers as a whole will be best served if these properties can be rehabilitated to the end that they may be tax productive and carry a pro rata part of the current expenses of the City and County and various functions and government for which taxes are levied; and

WHEREAS, opportunity to obtain this end is presented through an offer of $13,800 by R. Fred Gray and W. S. Harrison for such title as was acquired by the Board of Tax Supervision by foreclosure of tax liens; and

WHEREAS, while this offer of $13,800 is not equal to the delinquent taxes, costs, penalties and interest, it is a substantial sum and is considered a fair price in the light of the circumstances involved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That consent is hereby given to the Board of Tax Supervision for Buncombe County to accept the offer of R. Fred Gray and W. S. Harrison to pay $13,800 for conveyance of such title as was acquired and is now held by the Board of Tax Supervision for Buncombe County to properties formerly listed in the name of George P. Street or Interstate Bond Company or Graves Investment Company, and the execution of deed therefor is approved and confirmed.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read, approved and adopted, this 4th day of October, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing the issuance of tax anticipation notes of the city of Asheville in the amount not exceeding $215,000.00 was upon motion of Councilmen Brown, seconded by Councilmen Starnes unanimously passed as follows:

RESOLUTION AUTHORIZING THE ISSUANCE OF TAX ANTICIPATION NOTES OF THE CITY OF ASHEVILLE IN THE SUM NOT EXCEEDING $215,000.00

WHEREAS, by Section 2932 of the Consolidated Statutes of the State of North Carolina the City of Asheville is authorized and empowered to borrow money for the purpose of meeting appropriations made for the current fiscal year in anticipation of the collection of the taxes and revenue of such fiscal year, and within the amount of such appropriation; and

WHEREAS, it is now necessary that the City of Asheville shall borrow Two Hundred and Fifteen Thousand Dollars to meet appropriations made for the current fiscal year; and

WHEREAS, funds are now available for loans to the City of Asheville in the Revolving Fund under supervision of the Sinking Fund Commission for Buncombe County;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

1. Subject to approval by the Local Government Commission of North Carolina and in accordance with the provisions of the Municipal Finance Act and the Local Government Act, and other statutes applicable in the premises, the City of Asheville forthwith issue negotiable Tax Anticipation Notes in the total sum of Two Hundred and Fifteen Thousand Dollars as follows: Four notes in the sum of Fifty Thousand Dollars each and one note in the sum of Fifteen Thousand Dollars; that such notes shall mature not later than October 10, 1946; and shall bear interest payable at maturity at a rate not in excess of three per cent.

2. That the Mayor and City Clerk be jointly authorized to fix the rate of interest within the limitations herein prescribed; and to fix the form of said notes; and to sign the said notes and affix thereto the corporate seal of the City of Asheville; and to dispose of said notes in accordance with law.

3. That the said notes shall be approved by the Corporation Counsel for the City of Asheville, and his written approval endorsed thereon before issue.

BE IT FURTHER RESOLVED that the full faith and credit of the City of Asheville be and they are hereby pledged for the punctual payment of the principal of and interest on this note in accordance with its terms.

I move the adoption of the foregoing resolution.

C. Fred Brown
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 4 day of October, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing Mayor to enter into lease with Ingle Transfer & Storage Co. was upon motion of Councilman Bryson, seconded by Councilman Starnes, unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO ENTER INTO LEASE WITH INGLE TRANSFER & STORAGE CO.

WHEREAS, a tentative lease has been entered into with Ingle Transfer & Storage Company for certain property, being the west section of the ground floor of the Municipal Building; and

WHEREAS, the City Council of the City of Asheville approves said lease with Ingle Transfer & Storage Company;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and instructed to enter into said lease with Ingle Transfer & Storage Company, the lease in question being attached hereto and made a part of this resolution.

I move the adoption of the foregoing resolution.

Holmes Bryson
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 4th day of October, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

LEASE

THIS AGREEMENT, entered into this the 4th day of October, 1945, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and INGLE TRANSFER & STORAGE COMPANY, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part the west section of the ground floor of the Municipal Building in the City of Asheville upon the following terms and conditions:

1. That the term of this lease shall be two years, beginning 4th day of October 1945, and expiring the 4th day of October, 1947.

2. That the party of the second part agrees to pay as rental for said property the sum of One Hundred Twenty-seven and 50/100 ($127.50) Dollars per month.

3. That the rental above set out shall be payable on the first day of each and every month during the period of this lease.

4. The party of the first part agrees to furnish lights and water, but any additional heat must be furnished by the party of the second part at its own expense.

5. The party of the second part agrees that the party of the first part shall not be liable for the contents stored in the premises in case of fire.

6. It is agreed that if it is necessary to erect any partitions for the protection of the contents stored in the premises same shall be erected by the party of the second part at its own expense.

7. That at the expiration of this lease the party of the second part shall have the privilege of renewing said lease for a period of two years upon terms to be agreed upon between the parties hereto.

8. The party of the second part agrees to return said property to the party of the first part at the expiration of this lease in as good condition as said property is at present, ordinary wear and tear excepted.

9. In the event the party of the second part fails to comply with any of the terms and provisions of this lease, then this lease shall become null and void, and the party of the second part shall have the right to enter upon said property and take possession thereof.

IN WITNESS WHEREOF, THE CITY OF ASHEVILLE, party of the first part has caused these presents to be signed in its name by the Mayor, duly authorized by resolution of the governing body of the City of Asheville; and the party of the second part has caused these presants to be signed by its duly authorized officer, this the day and year first above written.

CITY OF ASHEVILLE

BY L. Lyons Lee
MAYOR

ATTEST:

Joyce M. Wells
CITY CLERK

EAGLE TRANSFER & STORAGE COMPANY

BY

Resolution authorizing the City Manager to advertise certain property for sale was upon motion of Councilman Eller, seconded by Councilman Brown unanimously adopted as follows:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY FOR SALE

WHEREAS, the City of Asheville has acquired certain property by reason of tax foreclosures for the years 1927 and 1928; and

WHEREAS, in order to get said property back on the tax books it is necessary to advertise same for sale; and

WHEREAS, the City Council has received certain offers for Lots 88 to 101, inclusive, Sheet 8, Ward 2;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager is hereby authorized and empowered to advertise said property for sale according to law.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

C. Fred Brown
COUNCILMAN

Read, approved and adopted, this 4th day of October, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:
Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing the Mayor to execute deeds to E. C. Bradley and wife, Virginia May Bradley; Mary C. VanProyen; and J. E. Cauble was upon motion of Councilman Starnes, seconded by Councilman Eller, unanimously adopted as follows:

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE DEEDS TO E. C. BRADLEY AND WIFE, VIRGINIA MAY BRADLEY; MARY C. VANPROYEN; AND J. E. CAUBLE

WHEREAS, a resolution passed on the 23rd day of August, 1945, by the City Council of the City of Asheville authorized the City Manager to sell to the highest bidder at the Court House door, after legal advertisement, Lot 90, Sheet 15, Ward 6, lot 8¼, Sheet 7, Ward 4, and Lot 97, Sheet 4, Ward 4; and

WHEREAS, at the sale held on the 24th day of September, 1945 Mrs. Jamie Parrott, agent, became the last and highest bidder in the amount of $200.00 for Lot 97, Sheet 4, Ward 4; Mary C. Van Proyen became the last and highest bidder in the amount of $385.00 for Lot 90, Sheet 15, Ward 6; and J. E. Cauble became the last and highest bidder in the amount of $225.00 for Lot 8¼, Sheet 7, Ward 4; and

WHEREAS, ten days have elapsed and the said bids are hereby accepted by the City Council of the City of Asheville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and directed to execute deeds, attested by the City Clerk, to E. C. Bradley and wife, Virginia May Bradley, for lot 97, Sheet 4, Ward 4, to Mary C. Van Proyen for Lot 90, Sheet 15, Ward 6, and to J. E. Cauble for Lot 8¼, Sheet 7, Ward 4.

I move the adoption of the foregoing resolution.

E. W. Starnes
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 4th day of October, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:
Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing the Mayor to execute quit-claim deed to J. E. Cauble was upon motion of Councilman Eller, seconded by Councilmen Starnes unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO J. E. CAUBLE

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the year 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner or other person having an interest in said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, J. E. Cauble has a quit-claim deed from the County of Buncombe for the property hereinafter described; and

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
413	Leon Gross et ux Fannie C.	4 3/4	4	2	J. E. Cauble

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: C. E. Starnes
COUNCILMAN

Read, approved and adopted this 4 day of October, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cooke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

October 11, 1945 - - 4:30 P. M.

The City Council of the City of Asheville met in regular session Thursday, October 11, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen C. Fred Brown, Holmes Bryson, Earl W. Eller, H. M. Felder and C. E. Starnes, City Manager P. M. Burdette, Corporation Counsel Philip C. Cooke, Jr. and Mayor L. Lyons Lee;

Absent: Councilman J. E. Dixon

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO L. T. HAITH

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to convey to the original owner or other persons having an interest in said property upon the payment of the taxes plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, I. T. Haith has a quit-claim deed from the County of Buncombe for the property hereinafter described; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
1927 875	E. J. Grissett and wife, Mae,	176	6	4	I. T. Haith
1928 1217	A. C. Brandl and wife, Mary	177			
		178			

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quitclaim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

C. E. Starnes

SECONDED BY: Holmes Bryson

Read, approved and adopted, this 11th day of October, 1945.

L. Lyons Lee

Joyce M. Wells

APPROVED AS TO FORM:

Philip C. Cooke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

October 18, 1945 - 4:30 P. M.

The City Council met in regular session Thursday, October 18, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen Holmes Bryson, C. Fred Brown, Earl W. Eller, H. M. Felder, C. E. Starnes, City Manager, P. M. Burdette, and Mayor L. Lyons Lee.

The minutes of the preceding meeting were read and approved.

There being no business to transact, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

October 25, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, October 25, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen C. Fred Brown, Earl W. Eller, H. M. Felder, J. E. Dixon, Holmes, Jr., City Manager P. M. Burdette, Corporation Counsel Philip C. Cooke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Ordinance #302, " AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1945-46" was upon motion of Councilman Felder, seconded by Vice-Mayor Divelbiss, Jr. was unanimously passed on its first reading with the following vote:

Councilman Eller voted "aye" Councilman Brown voted "aye"
Councilman Felder voted "aye " Councilman Divelbiss voted "aye"

Mayor Lee voted "aye"

Resolution authorizing Mayor to execute quit-claim deed toAnthony Redmond and wife, Ruth S. Redmond was upon motion of Vice-Mayor Divelbiss, Jr., seconded by Councilman Felder unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO ANTHONY REDMOND AND WIFE, RUTH S. REDMOND

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner or other person having an interest in said property upon the payment of the taxes, plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, Anthony Redmond and wife, Ruth S. Redmond, have a quit-claim deed from the County of Buncombe for the property hereinafter described; and

WHEREAS, the following property was sold at private sale;

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
(1927) 5748 (1928) 754	J. E. Driggers	87	7	3	Anthony Redmond and wife, Ruth S. Redmond

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title wes vested in the City of Asheville.

I move the adoption of the foregoing resolution.

J. E. Divelbiss, Jr.
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 25 day of October, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution appointing member of Library Board of City of Asheville was upon motion of Councilman Eller, seconded by Councilmen Divelbiss, Jr. unanimously adopted as follows:

RESOLUTION APPOINTING MEMBER OF LIBRARY BOARD OF CITY OF ASHEVILLE

WHEREAS, L. N. Connor having been appointed a member of the Library Board of the City of Asheville to serve for a period of four years; and

WHEREAS, said L. N. Connor having resigned as a member of said Board;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That Anthony Lord be appointed a member of the Library Board of the City of Asheville to serve the unexpired term of L. N. Connor.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

SECONDED BY: J. E. Divelbiss, Jr.
COUNCILMAN

Read, approved and adopted, this 25 day of October, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion ofCouncilman Divelbiss, Jr.,seconded by Councilman Eller unanimously adopted as follows:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY BELONGING TO THE CITY OF ASHEVILLE TO BE SOLD AT PUBLIC AUCTION

WHEREAS, the City Council of the City of Asheville deems it advisable to sell at public auction some of its property held in fee simple; and

WHEREAS, it is the opinion of the City Council that said property should be sold for the best interests of the City and the public generally, and that same should be sold at the Court House door at public auction, the city reserving the right to reject any and all bids;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager be and he is hereby authorized to advertise for sale according to law the following property:

Lots 97, 98, 99, 100, 101,102, Ward 5, Sheet 25

I move the adoption of the foregoing resolution.

J. E. Divelbiss, Jr.
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 25 day of October, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

November 1, 1945 - 4:30 P. M.

The City Council met in regular session Thursday, November 1, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen C. Fred Brown, Earl W. Eller, H. M. Felder, Holmes Bryson, O. E. Sternes, J. E. Divelbiss, Jr., City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

ACTING CITY CLERK APPOINTED

Upon motion of Councilman Eller, seconded by Councilman Starnes, Miss Margaret Simmons was named Acting City Clerk during the absence of Mrs. Joyce M. Wells. This motion was unanimously carried.

The minutes of the previous meeting were read and approved.

MEETING & APPROPRIATING

Ordinance #302, "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1945-46" was upon motion of Councilman Felder, seconded by Vice-Mayor Divelbiss, Jr. unanimously passed on its second reading with the following vote:

Councilman Eller	voted "aye"	Councilman Divelbiss	voted "aye"
Councilman Felder	voted "aye"	Councilman Brown	voted "aye"
Councilman Bryson	voted "aye"	Councilman Starnes	voted "aye"

Mayor Lee voted "aye"

Resolution authorizing Mayor to execute quit-claim deed to K. W. Smathers and wife, Lois Smathers, was upon motion of Councilman Felder, seconded by Councilman Eller, unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO K. W. SMATHERS AND WIFE, LOIS SMATHERS

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner or other persons having an interest in said property upon the payment of the taxes plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, K. W. Smathers and wife, Lois Smathers, have a quit-claim deed from the County of Buncombe for the property hereinafter described; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	MAKE DEED TO
(1927) 6361 (1928) 1598	T. T. Davis & H. L. Blankenship	1½, 126, 129, 130	21	5	K. W. Smathers and wife, Lois Smathers

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over

to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 1st day of November, 1945.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

[illegible] - BUNCOMBE [illegible]

Resolution authorizing Mayor to execute quit-claim deed to Buncombe County Board of Education and Asheville City School Board was upon motion of Vice-Mayor Divelbiss, Jr., seconded by Councilman Bryson, unanimously passed as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO BUNCOMBE COUNTY BOARD OF EDUCATION AND ASHEVILLE CITY SCHOOL BOARD

WHEREAS, by resolution of the City Council of the City of Asheville on the 25th day of January, 1945 the City Manager was authorized to advertise for bids for Lot 31½, Sheet 8, Ward 1, and pursuant to statute said advertisement appeared in the Asheville Times for four consecutive weeks, and said property was sold at the Court House door on the 26th day of February, 1945, at which time A. C. Coffey became the last and highest bidder for said property in the amount of $325.00; and

WHEREAS, on the 13th day of July, 1945 A. C. Coffey assigned said bid to the Board of Education for the City of Asheville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That said bid and assignment be accepted for the above described property, and that the Mayor is hereby authorized and directed to execute quit-claim deed for same to the Buncombe County Board of Education and Asheville City School Board.

I move the adoption of the foregoing resolution.

J. E. Divelbiss, Jr.
COUNCILMAN

SECONDED BY: Holmes Bryson
COUNCILMAN

Read, approved and adopted, this 1st day of November, 1945.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

[illegible] - ADVERTISEMENT [illegible] BIDS

Resolution authorizing City Manager to advertise for bids for parking meters was upon motion of Councilman Brown, seconded by Vice-Mayor Divelbiss, Jr., unanimously passed as follows:

RESOLUTION AUTHORIZING CITY MANAGER TO ADVERTISE FOR BIDS FOR PARKING METERS

WHEREAS, the City Council of the City of Asheville is desirous of being informed as to the cost, maintenance, installation and mechanical workings of the different types of parking meters now on the market; and

WHEREAS, there being a number of companies that have for sale to municipalities for cash and other agreements different types of parking meters known as automatics and manuals; and

WHEREAS, the City Council is desirous of receiving bids from all companies representing the automatic meters and all companies representing the manual meters to determine the cost, maintenance, etc., of all different types of parking meters;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager be and he is hereby authorized to advertise for bids for all different types of parking meters as mentioned above, and the City Manager is further authorized to ask for certain specifications, display of mechanism, any deposit for faithful performance that he may require, estimates on cost of installation, and all different kinds of agreements as to payment for parking meters such as cash payments or payments on time, and the City Council in authorizing the City Manager to advertise for bids for the parking meters reserves the right to reject any and all bids.

I move the adoption of the foregoing resolution.

C. Fred Brown
COUNCILMAN

SECONDED BY: J. E. Divelbiss, Jr.
COUNCILMAN

Read, approved and adopted, this 1st day of November, 1945.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Claim of Mrs. Celia Sutton for damages for personal injuries was filed by Don C. Young, her attorney, and referred to the City Manager and Corporation Counsel for investigation and report.

Asheville, N. C.

The Honorable Mayor, City Manager and Council of the City of Asheville:

The undersigned, Mrs. Celia Sutton, of Durham, North Carolina, by and through her attorney Don C. Young, hereby files claim against the City of Asheville for personal injuries sustained by the said Mrs. Celia Sutton, at the time, place and manner hereinafter set out, to-wit:

1. DATE: Claiment was injured on the 16th day of August, 1945, at about 2 o'clock P. M.

2. PLACE: Claimant was injured when she stepped into a hole in the sidewalk on Haywood Street near the intersection of College Street, said hole having been there for a long period of time and negligently permitted to remain in that condition by the City.

3. MANNER OF INJURY INFLICTION. On said date at about said hour, the claimant and a companion walked up the sidewalk on College Street to its intersection with the sidewalk of Haywood Street and when they arrived at the intersection with the sidewalk of Haywood Street the same was crowded with pedestrians for some little distance from said intersection and it was so crowded that claimant and her companion were forced to walk single file and push their way through said crowd to get on their right hand side of the sidewalk of said Haywood Street in order that they could go down the same to their destination; that claimant's companion was immediately in front of her and a large number of people on all sides of claimant as she proceeded slowly and carefully down the right-hand side of the sidewalk of Haywood Street near its intersection with College Street, at which time she, without any warning or without knowing that the same was there, stepped into said hole, which had been there for a long period of time and negligently permitted to remain in said condition by said City, and when she stepped into said hole with her right foot and her shoe sank therein she was thrown off her balance and thrown into the street at or near the curb and she was seriously and permanently injured.

4. CHARACTER OF INJURY: That she was seriously and permanently injured when she stepped into said hole in said sidewalk, negligently permitted to be there by the City, in that she was thrown violently against the pavement and curb of said street, striking the same with her right elbow, crushing and breaking the bones in said elbow, injuring her head on the right side thereof, bruising her right knee and other parts of her body, giving her nervous system a serious and severe shock, all of which has resulted in both serious and permanent injuries to the claiment, loss of time, doctors bills, hospital bills and other bills.

5. AMOUNT OF DAMAGE CLAIMED: That as a result of the negligence on the part of the City as aforesaid claimant has been permanently injured and damaged in the sum of at least the sum of $10,000.00, for which this claimant now makes claim for restitution against the City of Asheville.

Respectfully submitted this the day and year first above written.

MRS. CELIA SUTTON

BY Don C. Young
Attorney for Claimant.

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

Tuesday, November 6, 1945 - 11:00 A. M.

At the request of Mayor L. Lyons Lee a special meeting of the City Council was held Tuesday, November 6, 1945 at 11:00 A. M., with Mayor L. Lyons Lee presiding. Present: Councilmen Holmes Bryson, J. E. Divelbiss, Jr., O. E. Sternes, H. M. Felder, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee. This meeting being held for the purpose of hearing evidence relative to the revocation of the beer license of Ted and Harry's.

The following notice was sent to all members of the City Council more than twelve hours previous to the time set for said meeting:

November 5, 1945

TO ALL MEMBERS OF THE CITY COUNCIL:

A special meeting has been called by the Mayor of the City of Asheville, said meeting to be held at 11 o'clock A. M. on Tuesday, November 6, 1945 in the Council Chamber, and the purpose of said meeting is to hear evidence relative to the revocation of the beer license of Ted & Herry.

L. Lyons Lee
Mayor

The following notice was published in The Asheville Citizen one time prior to said meeting:

NOTICE OF SPECIAL MEETING OF
THE CITY COUNCIL OF THE CITY
OF ASHEVILLE

To Whom It May Concern: Notice is hereby given that the City Council of the City of Asheville will meet in the Council Chamber, 4th Floor, Buncombe County Court House, at 11 A. M., Tuesday, November 6, 1945.

The purpose of the meeting is to hear evidence relative to the revocation of the beer and wine license of Ted and Herry. Place of business of Ted and Harry being Pack Square, City of Asheville.

L. Lyons Lee,
Mayor

By request
Margaret Simmons,
Acting City Clerk

The following notice was served on Ted and Harry two days prior to the date of said hearing:

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

NOTICE OF HEARING

TO

TED AND HARRY, NORTHWEST PACK SQUARE, ASHEVILLE, N. C.-
ATTENTION: MR. HARRY FREEMAN:

In accordance with the provisions of Section 93 of The Code of the City of Asheville, you are hereby notified to be present at a hearing to be held at 11:00 o'clock A. M. on Tuesday, November 6, 1945, in the Council Chamber on the Fourth Floor of the Buncombe County Court House to show cause why your license to sell beer should not be revoked.

This 3rd day of November, 1945.

L. Lyons Lee
Mayor of the City of
Asheville

Served on Harry Freeman by reading the above notice and leaving a copy of same with said Harry Freeman.

This 3 day of November, 1945.

Fred Jones
Police Officer of the City of
Asheville

Mr. Burgin Pennell, attorney for Ted and Harry's, after reading Section 93 of The Code of the City of Asheville, presented the following protest to this hearing:

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE HONORABLE MAYOR AND COUNCILMEN OF THE CITY OF ASHEVILLE:

NOW COMES Harry Freeman and E. T. Linn, operators of that certain business in the City of Asheville known as "Ted and Harry's" located at No. 11 Northwest Pack Square and respectfully protest and object to any hearing on the part of the City Council with reference to revoking of their license to sell beer in said City for that the law applicable is section 93 of the Code of the City of Asheville, North Carolina, which vests the authority to revoke beer license in the City Manager of the City of Asheville and that any hearing held by the Honorable Council is a fiction in law for if such authority is legally vested in anyone, it is the City Manager.

Respectfully submitted,

Harry L. Freeman

E. T. Linn

Mr. Philip C. Cocke, Jr., Corporation Counsel then read Section 1878 of the General Statutes of the State of North Carolina, and Mayor Lee ruled that the City Council is duly authorized to conduct this hearing.

Mr. Burgin Pennell then presented the following protest to the City Council and City Manager:

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE

TO THE HONORABLE P. M. BURDETTE, CITY MANAGER OF THE CITY OF ASHEVILLE, NORTH CAROLINA

NOW COMES Harry Freeman and E. T. Linn, operators of that certain business in the City of Asheville, known as "Ted and Harry's" located at No. 11 Northwest Pack Square, and respectfully protest to the City Manager:

That for many years the undersigned have operated a place of business in which beer is sold under a proper license granted them; that said place has been maintained in strict accord with the law of the State of North Carolina and ordinances of the City of Asheville, being a place conducted on a much higher plane than ninety per cent of similar businesses in the City of Asheville.

That the operators are law abiding citizens who paid their taxes and endeavored in every way to contribute to the betterment of this community.

That neither of the undersigned have never at any time violated the laws of the City or of the State; that on the 27th day of October, 1945, the undersigned Harry Freeman was arrested by a police officer of the City of Asheville and charged with knowingly selling beer to one Carl Rash that the case came on for hearing in the police court of the City of Asheville where the person alleged to be intoxicated, a citizen of this community of proven good character, swore positively that he was not under the influence of intoxicants of any kind and the defendant Harry Freeman testified that the said Rash was not under the influence of intoxicants, and that if he had been he would not have made any sale to him. That notwithstanding the foregoing testimony the Judge of the Police Court, an inferior Court whose decisions are not final, found the defendant guilty, whereupon immediate appeal was taken by both Rash and Freeman, knowing that they had the constitutional right of a jury of their peers to pass upon the question of innocence or guilt, but upon motion of appeal being given, Judge Cathey very properly as a matter of law and in a sense of justice held "that pending the appeal the license of this establishment cannot and should not be revoked".

That said case is now pending in the Superior Court of Buncombe County and will be called for trial within a period of 13 days.

That the facts in this case are, that on Friday, November 2nd, 1945 the same police officer of the City of Asheville who had made the arrest aforementioned, came into the place of the undersigned and in an arrogant and insulting manner told the undersigned that he would be in the next morning at 9 A. M. to take up their beer license and close them, whereupon the undersigned, through Counsel, protested to the Director of Public Safety that such conduct was high-handed and unwarranted in law and in violation of the provisions of statute.

Later a written notice, pursuant to Section 93 of the Code of the City of Asheville, was served upon the undersigned of the present hearing which was set before the City Council and not the City Manager.

It is generally known that within the last week various conferences have been had in the City of Asheville by interested citizens protesting certain alleged violations of law and that in the language of the street efforts have been made to clean up the town, but it is very apparent that the only persons bothered by arrests have been the undersigned who have been singled out in the manner hereinbefore set forth. Whether it is for religious reasons or not, the undersigned do not know, but they are convinced that any trial which may be given them at this time, pending the appeal, will be nothing but a sham, amockery and travesty on Justice.

Hence the undersigned are voluntarily surrendering their license but earnestly requesting that any hearing be continued until the undersigned Harry Freeman has a hearing before a Jury of fair minded Buncombe County citizens as guaranteed by the Constitution of the United States and North Carolina men who will not be motivated by political influence, who are unprejudiced and fair in this particular matter.

Respectfully submitted,

Harry L. Freeman

E. T. Linn

Upon the request of Councilman Divelbiss Mr. H. E. Redman, Mr. Chambers, Chief Dermid, Mr. Pitt Sluder and Mr. Ralph Sluder presented evidence as to the conditions existing in Ted and Harry's. At the conclusion of this evidence Mr. Holmes Bryson made a motion that the beer and wine license of Ted and Harry's, 11 North Pack Square in the City of Asheville, be revoked. This motion was seconded by Mr. Eller, and was unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
ACTING CITY CLERK

November 8, 1945 - 4:30 P. M.

The City Council met in regular session Thursday, November 8, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen C. Fred Brown, Earl W. Eller, H. M. Felder, Holmes Bryson, O. E. Starnes, J. E. Divelbiss, Jr, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting and special meeting were read and approved.

Ordinance #302 being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1945-46" was unanimously passed on its third and final reading with the following vote:

Councilman Eller voted "aye" — Councilman Divelbiss voted "aye"
Councilman Felder voted "aye" — Councilman Brown voted "aye"
Councilman Bryson voted "aye" — Councilman Starnes voted "aye"
Mayor Lee voted "aye"

ORDINANCE NO. 302

AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1945-46

WHEREAS, on the 9th day of August, 1945 the City Council of the City of Asheville adopted an operating budget in the amount of $1,081,053.80 with a debt service of $679,659.00, making a total appropriation of $1,760,712.80;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the following operating budget is hereby adopted and the amounts indicated herein appropriated for the operation of the different departments of the City of Asheville for the fiscal year beginning July 1, 1945 and ending June 30, 1946, inclusive:

(a) General Government	$116,974.60
(b) Law	9,425.00
(c) Finance	20,800.00
(d) Public Welfare	44,352.00
(e) Public Safety	281,925.00
(f) Libraries	26,738.00
(h) Public Works	264,284.40
(i) Parks and Playgrounds	66,865.40
(l) Water Department	249,689.40
Total Operating	1,081,053.80
Debt Service	
Principal and Interest	
General Refunding Bonds - Series 1	442,854.00
General Refunding Bonds - Series 2	11,805.00
Water Refunding Bonds	225,000.00
Total	679,659.00
Total Appropriations	1,760,712.80

Section 2. That a tax rate of $1.53 per $100.00 valuation upon all property of every nature within the corporate limits of the City of Asheville (.72 per $100.00 valuation for operating expenses, and .81 per $100.00 valuation for debt service) be and the same is hereby levied, and ordered to be collected in accordance with law for the fiscal year 1945-46 as aforesaid.

Section 3. That the Director of Finance of the City of Asheville is hereby authorized to make the expenditures for the operation of the departments of the City of Asheville and debt service in accordance with the budget adopted and approved as aforesaid.

I move the adoption of the foregoing ordinance, this 25 day of October, 1945.

H. M. Felder
COUNCILMAN

SECONDED BY: J. E. Divelbiss, Jr.
COUNCILMAN

Read, approved and adopted, this 8 day of November, 1945, to become effective 26 day of November, 1945.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Starnes, seconded by Councilman Brown, unanimously adopted as follows:

RESOLUTION AUTHORIZING THE CITY MANAGER TO ADVERTISE CERTAIN PROPERTY BELONGING TO THE CITY OF ASHEVILLE TO BE SOLD AT PUBLIC AUCTION

WHEREAS, the City Council of the City of Asheville deems it advisable to sell at public auction some of its property held in fee simple; and

WHEREAS, it is the opinion of the City Council that said property should be sold for the best interests of the city and the public generally, and that same should be sold at the Court House door at public auction, the city reserving the right to reject any and all bids;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the City Manager be and he is hereby authorized to advertise for sale according to law the following property:

Lots 91 and 92, Sheet 9, Haw Creek Ward, the same being Lots 46 and 47 as shown on a plat of the property of Allison Realty Company, H. W. Dysart and J. A. Sinclair, recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Book of Plats No. 10, at page 5.

I move the adoption of the foregoing resolution.

O. E. Starnes
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read, approved and adopted, this 8 day of November, 1945.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

APPPOVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing Mayor to execute quit-claim deed to A. R. Bradley and Kermit Bradley was upon motion of Councilman Brown, seconded by Councilman Starnes, unanimously adopted as follows:

RESOLUTION APPROVING SALE AND AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO A. R. BRADLEY AND KERMIT BRADLEY

WHEREAS, the City of Asheville has acquired through foreclosure of tax liens certain property hereinafter described; and

WHEREAS, it is the policy of the City Council of the City of Asheville to undertake to place properties of this kind on the tax books to make same productive relative to past and current taxes, and with a view of rehabilitating the properties so that they may be placed in the hands of owners who will develop same and make same productive; and

WHEREAS, the City Council by resolution has authorized the property mentioned herein to be advertised and sold at the Court House door; and

WHEREAS, said advertisement has appeared in The Asheville Times once a week for four successive weeks, and said sale was held at the Court House door on Monday, November 5, 1945, at 12 o'clock noon; and

WHEREAS, A. R. Bradley and Kermit Bradley became the last and highest bidders for Lots 88 to 101, inclusive, Ward 2, Sheet 8, in the amount of $25.64;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the above purchase price be approved, and the Mayor is authorized upon payment of same to execute quit-claim deed to A. R. Bradley and Kermit Bradley for Lots 88 to 101, inclusive, Ward 2, Sheet 8.

I move the adoption of the foregoing resolution.

C. Fred Brown
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 8 day of November, 1945.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

A report was made by Corporation Counsel Philip C. Cocke, Jr. on the claim of Mrs. Celia Sutton, who was injured by stepping into a hole in the sidewalk at the intersection of Haywood and College Streets. The matter of the flagpole holes in the sidewalks of the city was referred to the Director of Public Safety for investigation and report.

There being no further business, the meeting wes upon motion adjourned.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

November 15, 1945 - 4:30 P. M.

The City Council met in regular session Thursday, November 15, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen H. M. Felder, Holmes Bryson, C. Fred Brown, O. E. Starnes, J. D. Sivelbiss, Jr., Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Mr. J. C. Cheesborough appeared before the Council on behalf of the Rarpark Automatic Meter Company.

Resolution appointing Assistant Solicitor of Police Court of the City of Asheville was upon motion of Councilman Felder, seconded by Councilman Eller, unanimously adopted as follows:

RESOLUTION APPOINTING ASSISTANT SOLICITOR OF POLICE COURT OF THE CITY OF ASHEVILLE

WHEREAS, there is a vacancy in the office of Assistant Solicitor of the Police Court of the City of Asheville, and the Council deems it advisable to make an appointment of assistant Solicitor;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That Narvel J. Crawford be and he is hereby appointed Assistant Solicitor of the Police Court of the City of Asheville.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 15 day of November, 1945.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing the purchase of four hundred parking meters for the City of Asheville was upon motion of Councilman Bryson, seconded by Councilman Starnes, unanimously adopted as follows:

RESOLUTION AUTHORIZING PURCHASE OF FOUR HUNDRED PARKING METERS FOR THE CITY OF ASHEVILLE

WHEREAS, the City Council of the City of Asheville has by resolution on the 1st day of November, 1945 authorized the advertisement for bids for all different kinds of parking meters; and

WHEREAS, a number of bids for a number of different types of parking meters, both manual and automatic, having been received by the City of Asheville; and

WHEREAS, after due consideration the City Council of the City of Asheville has deemed it for the best interests of the City of Asheville generally to accept the bid hereto received from The Michaels Art Bronze Company, Incorporated of Covington, Kentucky; and

WHEREAS, there has been prepared a contract covering the different items in the bid of the company mentioned above, and in said contract the number of meters, price to be paid, maintenance, cost of delivery, installation, etc., is fully set forth;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and directed to enter into a contract to purchase for the City of Asheville from The Michaels Art Bronze Company four hundred parking meters of Type Five as mentioned in the bid heretofore received from said company, and as set out in the contract by and between the City of Asheville and The Michaels Art Bronze Company, said contract being attached hereto and made a part of this resolution.

I move the adoption of the foregoing resolution.

Holmes Bryson
COUNCILMAN

SECONDED BY:

O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 15 day of November, 1945.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

A G R E E M E N T

THIS AGREEMENT, made at ASHEVILLE, NORTH CAROLINA, this the ____ day of November, 1945, by and between THE CITY OF ASHEVILLE, a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as THE CITY, and THE MICHAELS ART BRONZE COMPANY, of Covington, Kentucky, a corporation, hereinafter referred to as THE COMPANY,

WITNESSETH:

THAT WHEREAS, the Mayor of the City of Asheville, North Carolina, has been, by resolution duly made and adopted, authorized to enter into a contract in the name of the City of Asheville, North Carolina, a municipal corporation, for the purchase, rental, acquisition, maintenance, servicing, repair and installation of parking meters; and

WHEREAS, The Michaels Art Bronze Company, of Covington, Kentucky, is the manufacturer and is the distributor of parking meters specifically described as MI-CO Parking Meters; and

WHEREAS, the City of Asheville is desirous of renting and/or purchasing said MI-CO Parking Meters and causing said parking meters to be installed for a trial period of nine (9) months from and after date of installation thereof;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements by and between the parties hereto, it is specifically agreed and understood that the City of Asheville has this day purchased and/or rented four hundred (400), more or less, MI-CO Parking Meters of The Michaels Art Bronze Company of Covington, Kentucky, upon the following terms and conditions:

(1) Said Parking Meters shall be of Model No. 5 combination and that upon the deposit of a Five Cent coin, said meter, (when put into operation by the parker), will allow a maximum of one hour parking and that with the deposit of a One Cent Coin said meter (when put into operation by the parker), will allow one fifth of the maximum parking time; Two one cent coins will allow two fifths of the maximum parking time; Three one cent coins will allow three fifths of the maximum parking time; Four one cent coins will allow four fifths of the maximum parking time and Five one cent coins will allow five fifths of the maximum parking time and that said parking meters shall be of the type known as Manual Parking Meters. All coins to be deposited in the same slot.

(a) The glass used in the construction of the meters shall be shatter proof glass and the gasket shall be of approved fabric type.

(b) All meters shall be equipped with non-reversible, non-resettable, automatic coin counters.

(c) All meter heads are to be of GREEN finish.

(d) Instruction plates shall be attached to each meter bearing the legend --

PARKING LIMIT 60 Minutes

DEPOSIT 1¢ for 12 min. 3¢ for 36 min.
2¢ for 24 min. 4¢ for 48 min.
5¢ or 1 nickel for 1 hour
8 A. M. to 6 P. M. Saturdays 8 A. M. to 9 P. M.
Free Parking on Sundays

(e) All meters are to be constructed of material as set out in specifications for MI-CO Parking Meters, attached hereto and made a part hereof.

(2) The Company agrees and will guarantee the prices set out herein and attached hereto for a period of two (2) years from date of installation.

(3) It is further specifically agreed and understood that The Michaels Art Bronze Company of Covington, Kentucky, shall install said meters in accordance with the plans and specifications as set out on the blue print attached hereto and made a part hereof, and described as method number Two (2) and method Number One (1). Said meters are to be installed within a prescribed area at locations to be designated by the City Manager. The City shall purchase and/or rent said parking meters for a period of Nine (9) months, and that said period shall begin upon the completion of the installation of said meters, and that if said meters prove unsatisfactory, or should The City elect not to retain the meters, after the trial period, The Company will, upon receipt of formal notice from The City within fifteen (15) days before the expiration of said trial period, remove the meters without any expense whatever to the City and the streets and/or sidewalks put back in their original condition by The Company, without any expense whatever to The City, said condition to be approved by the City Manager of the City of Asheville, and all obligation between the City and the Company shall cease except that the City shall be obligated to the Company to the extent of its proportionate share of receipts from the operation of said meters to the date of their removal, and failure to send such formal notice fifteen (15) days before the expiration of said trial period shall constitute an acceptance by the City.

(4) It is further specifically agreed and understood by and between the parties hereto that the City will supply sufficient police supervision to effectually and fully enforce the prescribed parking limits as may be hereinafter established by the City Council of the City of Asheville, and the City further agrees to paint the lines for the parking stalls at its own expense, and put the entire lot of meters into operation and begin strict enforcement of the prescribed parking limits within three days from the date installation is completed.

(5) It is further specifically agreed and understood by and between the parties hereto that the City shall collect all meter receipts, and from the total sums collected shall, on the first day of each and every month after installation thereof, forward to the Company an amount equal to Seventy-five (75%) per cent of the total amount so collected as rental, the first remittance to be forwarded to the Company at the expiration of thirty days after the date of installation, and to continue each and every thirty days thereafter for a period of nine months, and the said City shall retain twenty-five (25%) per cent to cover the cost of supervision and maintenance.

(6) It is further specifically agreed and understood by and between the parties hereto that if and in the event the City, at the expiration of the nine months trial period, desires to purchase said meters, then all sums paid to the Company as rental for said parking meters shall be credited upon the purchase price of the meters and the balance due and owing therefor shall be paid either in cash or by continuing the aforesaid plan in effect until Seventy-five per cent of the collections remitted by the said City to the said Company, each and every thirty (30) days thereafter, shall equal the total purchase price of said parking meters, which is FORTY SEVEN DOLLARS AND FIFTY CENTS ($47.50) per complete unit; when said total purchase price has thus been paid in full, the title to said meters shall vest in the City, without any further process.

(7) It is further specifically agreed and understood by and between the parties hereto that all meters installed shall be guaranteed to be free from defects of any kind in workmanship and material for a period of twelve months from date of installation, and the Company further agrees to furnish all necessary repair parts, without any cost whatsoever to the City, for a period of twelve months from date of installation; and the Company further agrees to maintain a full and complete stock of parts, for the service department, in the City of Asheville, for a period of twelve months from date of installation, for necessary repair and replacement, in order that prompt and continuous service at all meter locations may be assured at all times during that period, without any cost whatever to the City. At the expiration of twelve months period, set out above, all remaining stock then in possession of the City shall become the property of the City; and in addition the Company agrees to furnish, without cost to the City, three (3) completely assembled mechanisms and three (3) completely assembled meter cases for each one hundred meters ordered, with the understanding and agreement that said mechanisms and meter cases will be used only for replacement and repair of the meters so ordered.

(8) The Company is in no way responsible for demages incurred to meters from outside sources.

(9) It is further specifically agreed and understood by and between the parties hereto that the Company shall advance all freight charges, and direct and supervise the installation of said meters and advance the total cost thereof, that the cost of said installation shall not exceed the sum of Three ($3.00) Dollars per complete unit, including transportation, is to be paid to the Company by the City out of the first meter receipts, before any division of the meter receipts is made between the City and the Company, and in no other manner whatever.

(10) It is further specifically agreed and understood by and between the parties hereto that should the City elect to pay cash for the meters within a period of sixty (60) days from date of installation the Company will allow a cash discount equal five (5%) per cent of the purchase price of said meters.

(11) It is further specifically agreed and understood by and between the parties hereto that the Company shall send to the City one factory expert for a period not to exceed Ten (10) days from and after the date of installation of said meters, and said factory expert shall be furnished at the expense of the Company for the purpose of training any person or persons selected by the City in the operation and servicing of said meters.

(12) It is further specifically agreed and understood by and between the parties hereto that the Company shall furnish to the City, without expense to the City, one metal coin carrying case, one complete set of tools, and seperate locks for coin compartment and mechanism compartment.

(13) It is specifically agreed and understood by and between the parties that the Company shall furnish to the City public liability, personal injury and property damage insurance sufficient to save the City, its officers, agents and/or servants harmless from all actions for damage or personal injuries that may arise during the installation of said meters.

(14) It is further specifically agreed and understood by and between the parties that the Company shall furnish to the City its corporate bond with satisfactory surety to guarantee the faithful performance of the terms of this contract.

(15) It is specifically agreed and understood by and between the parties hereto that the Company shall, before installation of said meters, furnish to the City its guarantee to save the City, its officers, agents and/or servants, harmless from any or all actions that may be filed either in law or equity or both, and from all judgments that may be rendered therein, arising out of the connection with any and all patent infringement litigation.

(16) It is specifically agreed and understood by and between the parties hereto that the Company agrees to sell and install any number of additional parking meters of like model and type, that the City may require, at the same price and on the same terms as specified herein, provided said purchase is made within a period of ninety days from the date of installation of the parking meters referred to herein.

(17) It is specifically agreed and understood that if the City should decide to make the installations for the standards for meter heads, that out of the first meter receipts the City may retain the actual cost of labor and material before any division of the revenue from the meters, and the Company reserves the right to sublet to a reliable local contractor the actual work of installation of the meter standards.

(18) It is specifically agreed and understood that should any property tax, sales tax or use tax be imposed by City, State or Federal Government, on meters installed prior to the payment in full of the purchase price to the Company, then, in that event, the Company will agree to advance the cost of any such tax and the City shall reimburse the Company in full from the gross receipts of the meters, before any division of the receipts is made between the City and the Company.

(19) It is agreed and understood that the Company agrees to make shipment from Covington, Kentucky, within sixty days after receipt of formal contract, accompanied by full and final instructions, unless prevented from doing so by strikes, riots, national emergencies, acts of God or other causes beyond the control of the Company. The Company agrees to begin the installation of meter standards immediately upon delivery to the City of Asheville, North Carolina by the carrier. The Company agrees to complete the entire installation and turn the entire quantity of meters over to the City for operation within sixty working days from the date of delivery by the carrier. The Company reserves the right to sublet to a reliable local contractor the actual work of installation of the meter standards, said contract to be approved by the City Council of the City of Asheville.

IN WITNESS WHEREOF, the City of Asheville has caused these presents to be signed by L. LYONS LEE, its Mayor, attested by Margaret Simmons, acting City Clerk, and its corporate seal to be hereunto affixed; and The Michaels Art Bronze Company has caused these presents to be signed by its President, attested by its Secretary, all by authority of its Board of Directors duly given; this the day and year first above written.

CITY OF ASHEVILLE

By L. Lyons Lee
MAYOR

ATTEST:

Margaret Simmons
ACTING CITY CLERK

(Seal)

THE MICHAELS ART BRONZE COMPANY

By F. T. Michaels
PRESIDENT

ATTEST:

Lawrence Michaels
SECRETARY

(Seal)

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

November 22, 1945 -- 4:30 P. M.

Due to lack of a quorum, no meeting of the City Council was held on the above date.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

November 26, 1945 - 4:30 P. M.

The City Council met in regular session Thursday, November 29, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen H. M. Felder, Holmes Bryson, C. Fred Brown, [illegible] Terrell, Earl W. Eller, City Manager P. M. Burdette, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

. . . . . .

Resolution authorizing Mayor to execute quit-claim deeds to P. A. Parrosse, and George S. Whitaker and wife, Elsie Whitaker, was upon motion of Councilman Bryson, seconded by Councilman Brown, unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO P. A. PARROSSE, AND GEORGE S. WHITAKER AND WIFE, ELSIE WHITAKER

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous items of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner or other persons having an interest in said property upon the payment of the taxes plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, P. A. Parrosse has a quit-claim deed from the County of Buncombe for lots 308 and 309, Sheet 5, Ward 1; and George S. Whitaker and wife, Elsie Whitaker, have a quit-claim deed from the original owner for lot 103, Sheet 19, Ward 5; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	NAME DEED TO
(1927) 5409 (1928) 19	Frank A. Barber	308, 309	5	1	P. A. Parrosse
1666	W. F. Clark et ux Lola M.	103	19	5	George S. Whitaker and wife, Elsie Whitaker

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

Holmes Bryson
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read, approved and adopted, this 29 day of November, 1945.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Margaret Simmons
ACTING CITY CLERK

December 6, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, December 6, 1945 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen H. M. Felder, Holmes Bryson, C. Fred Brown, Earl W. Eller, City Manager P. T. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute deed to Jack T. Roberts and wife, Delphia Roberts was upon motion of Councilman Eller, seconded by Councilman Brown unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE DEED TO JACK T. ROBERTS AND WIFE, DELPHIA ROBERTS

WHEREAS, by resolution of the City Council of the City of Asheville on the 25th day of October 1945 the City Manager was authorized to advertise for bids for Lots 97, 98, 99, 100, 101, 102, Ward 5 Sheet 25, and pursuant to statute said advertisement appeared in the Asheville Times for four successive weeks, and said property was sold at the Court House door on the 26th day of November, 1945, at which time Jack T. Roberts became the last and highest bidder for said property in the amount of $200.00; and

WHEREAS, ten days have elapsed and the said bid is hereby accepted by the City Council of the City of Asheville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor is hereby authorized and directed to execute a deed, attested by the City Clerk, to Jack T. Roberts and wife, Delphia Roberts, for the property above referred to.

I move the adoption of the foregoing resolution.

F. W. Eller
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read, approved and adopted this 6th day of December, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing Mayor to execute quit-claim deed to G. G. Ledbetter, Administrator, D.B.N. C.T.A., of the estate of Z. T. Ledbetter, Deceased was upon motion of Councilman Felder, seconded by Councilman Brown unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEED TO G. G. LEDBETTER, ADMINISTRATOR D.B.N., C. T. A., OF THE ESTATE OF Z. T. LEDBETTER, DECEASED

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1924, 1925, 1926, 1927, 1928; and

WHEREAS, the General Assembly of North Carolina at its 1935 session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to convey to the original owner or other persons having an interest in said property upon the payment of the taxes plus 6% interest and $6.00 costs, without advertising same; and

WHEREAS, G. G. Ledbetter, Administrator d.b.n., c.t.a., of the estate of Z. T. Ledbetter, deceased, has asked for the property hereinafter described; and

WHEREAS, the following property was sold at private sale:

ORIGINAL OWNER	LOT	SHEET	WARD	TAXES FOR
L. J. Lyons	108	16	3	
C. C. Chambers	109	16	3	G.G. Ledbetter, Administrator D.B.N., C.T.A., of the estate of Z. T. Ledbetter, deceased
John Chovis	97	5	4	
John Chovis	104	8	5	

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deed to the property listed above, as above set out, which deed is to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidder upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resolution.

H. M. Felder
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read, approved and adopted, this 6th day of December, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee

Joyce M. Wells
CITY CLERK

December 13, 1945 - 4:30 P. M.

The City Council met in regular session Thursday, December 13, 1945 at 4:30 P. M. with Mayor Lyons presiding: Present: Councilmen Holmes Bryson, C. Fred Brown, Earl W. Eller, C. B. Starnes, H. M. Felder, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

As there was no business to come before the council, the meeting was upon motion adjourned.

L. Lyons Lee

Joyce M. Wells
CITY CLERK

December 20, 1945 - - 4:30 P. M.

The City Council met in regular session Thursday, December 20, 1945 at 4:30 P. M. with Mayor [illegible] presiding. Present: Councilmen H. M. Felder, Holmes Pyrson, C. Fred Brown, Earl W. Eller, City Manager [illegible] and Mayor L. Lyons Lee, and O. E. Starnes

The minutes of the previous meeting were read and approved.

Resolution appointing P. Lee Ellis as Commissioner Number four of the Sinking Fund Commission for Buncombe County was upon motion of Councilman Eller, seconded by Councilman Felder, unanimously adopted as follows:

RESOLUTION APPOINTING P. LEE ELLIS AS COMMISSIONER NUMBER FOUR OF THE SINKING FUND COMMISSION FOR BUNCOMBE COUNTY

WHEREAS, Chapter 4 of the Public-Local and Private Laws of 1937 sets up a Sinking Fund Commission for Buncombe County and certain bodies politic and municipal corporation therein, and defines the duties and powers and said Sinking Fund Commission; and

WHEREAS, Section 2 of said chapter mentioned above names the terms of the original members of said Sinking Fund Commission; and

WHEREAS, Commissioner Number four is P. Lee Ellis of the City of Asheville; and

WHEREAS, Commissioner Number four shall be appointed by the governing body of the City of Asheville; and

WHEREAS, the expiration of the term of Commissioner Number Four being on the 1st day of January, 1946; and

WHEREAS, Section 3 of said chapter places in the governing body of the City of Asheville the power to appoint Commissioners Numbers Two and Four when their terms of office expire for a period of five years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That P. Lee Ellis of the City of Asheville be and he is hereby appointed as Commissioner Number Four of the Sinking Fund Commission for Buncombe County for a period of five years from the date of the expiration of said office, as set out in Chapter 4 of the Public-Local and Private laws of 1937.

I move the adoption of the foregoing resolution.

E. W. Eller
COUNCILMAN

Seconded by: H. M. Felder
COUNCILMAN

Read, approved and adopted this 20 day of December, 1945.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

ATTEST AS TO BODY:

Philip C. Cocke, Jr.
CHAIRMAN OF COMMITTEE

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

December 27, 1944 - - 4:30 P. M.

Because of lack of a quorum, no meeting of the City Council was held on the above date.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

January 4, 1946 - - 4:30 P. M.

The City Council met in regular session Friday, January 4, 1946 at 4:30 P. M. with Vice-Mayor [illegible] presiding. Present: Councilmen [illegible], Eller, [illegible], Starnes, City Manager [illegible] and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Reference [illegible], An Ordinance [illegible] was upon motion of Councilman Eller, seconded by Councilman [illegible] unanimously passed on its second reading by all members of the Council present voting:

Councilman [illegible] voted "Aye" Councilman [illegible] voted "Aye"
Councilman Eller voted "Aye" Councilman [illegible] voted "Aye"
Vice-Mayor [illegible] voted "Aye"

Resolution authorizing Mayor to execute quit-claim deeds to [illegible] was upon motion of Councilman Eller, seconded by Councilman [illegible] unanimously adopted as follows:

See Resolution Book #2 Page 295 for complete copy of Resolution.

Resolution authorizing Mayor to enter into lease with Paul Rollins was upon motion of Councilman Eller, seconded by Councilman Felder, unanimously adopted.

See Resolution Book #2 page 296 for complete copy of Resolution.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE

THIS AGREEMENT, entered into this the 10th day of January, 1946, by and between the CITY OF ASHE-

January 10, 1946 - - 4:30 P. M.

The City Council met in regular session Thursday, January 10, 1946 at 4:30 P. M. with Vice-Mayor J. P. Divelbiss, Jr. presiding. Present: Councilmen C. Fred Brown, H. M. Felder, Earl W. Eller, O. E. Starnes, City Manager [illegible] and Vice-Mayor J. P. Divelbiss, Jr.

The minutes of the previous meeting were read and approved.

Ordinance #493, An ordinance amending ordinance No. 448, being "AN ORDINANCE TO REGULATE POOL ROOMS AND BILLIARD HALLS AND TO PROVIDE FOR THE REVOCATION OF LICENSES" was upon motion of Councilman Eller, seconded by Councilman Felder unanimously passed on its second reading by all members of the Council present voting:

Councilman Felder voted "Aye" Councilman Starnes voted "Aye"
Councilman Eller voted "Aye" Councilman Brown voted "Aye"
Vice-Mayor Divelbiss Voted "Aye"

Resolution authorizing Mayor to execute quit-claim deeds to John M. Curtis and Willie Mae Ingle; T. Carlisle Smith, Jr.; Raymond J. Holcombe and wife, Telmer [illegible] Holcombe was upon motion of Councilman Starnes, seconded by Councilman Brown unanimously adopted as follows:

See Resolution Book #2 Page 295 for complete copy of Resolution.

Resolution authorizing Mayor to enter into lease with Paul Rollins was upon motion of Councilman Eller, seconded by Councilman Felder, unanimously adopted.

See Resolution Book #2 page 296 for complete copy of Resolution.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE

THIS AGREEMENT, entered into this the 10th day of January, 1946, by and between the CITY OF ASHE-

"CITY", a municipal corporation existing under and by virtue of the laws of the State of North Carolina party of the first part, and PAUL BOLING, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the first part the following property:

Lots [illegible] to [illegible], inclusive, Sheet 5, Ward 5

upon the following terms and conditions:

1. That the term of this lease shall be three years, beginning the 1st day of November, 1945, and expiring 1st day of November, 1948.

2. That the party of the second part agrees to pay as rental for said property the sum of Twenty-five ($25.00) Dollars per month.

3. That the rental above set out shall be payable on the first day of each and every month during the period of this lease.

4. That the party of the first part hereby acknowledges receipt of a check in the amount of $[illegible].00 representing the first twelve months rent for said property.

5. In the event the party of the second part fails to comply with any of the terms and provisions of this lease, then this lease shall become null and void, and the party of the first part shall have the right to enter upon said property and take possession thereof.

IN WITNESS WHEREOF, the CITY OF ASHEVILLE, party of the first part has caused these presents to be signed in its name by the Mayor, duly authorized by resolution of the governing body of the City of Asheville; and the party of the second part has hereunto set his hand and seal, this the day and year first above written.

CITY OF ASHEVILLE

By I. Lyons Lee
MAYOR

ATTEST:

Joyce M. Wells
[illegible]

(SEAL)

There being no further business, the meeting was upon motion adjourned.

J. E. Dillon Jr
VICE-MAYOR

Joyce M. Wells
CITY CLERK

January 17, 1946 - - 4:30 P. M.

The City Council met in regular session Thursday, January 17, 1946 at 4:30 P. M. with Mayor I. Lyons Lee presiding: Present: Councilmen H. M. Felder, C. Fred Brown, Earl W. Eller, O. E. Starnes and Mayor I. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute quit-claim deed to John G. Adams and wife, Coree Adams, was upon motion of Councilman Brown, seconded by Councilman Eller unanimously adopted.

See Resolution Book #2 page 298 for complete copy of Resolution.

An Ordinance amending Ordinance No. 268, Being " AN ORDINANCE TO LICENSE AND REGULATE POOL ROOMS AND BILLIARD HALLS AND TO PROVIDE FOR THE REVOCATION OF SUCH LICENSE" was passed on its third and final reading with all members of the Council Present voting as follows:

Councilman Starnes voted "aye" Councilman Felder voted "aye"
Councilman Brown voted "aye" Councilman Eller voted "aye"
Mayor Lee voted "aye"

AN ORDINANCE AMENDING ORDINANCE NO. 268 BEING " AN ORDINANCE TO LICENSE AND REGULATE POOL ROOMS AND BILLIARD HALLS AND TO PROVIDE FOR THE REVOCATION OF SUCH LICENSE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That a new section to be known as Section 24-A be added after Section 24 of Ordinance 268 as follows:

Sec. 24-A. Every person, firm or corporation operating a billiard hall or pool room in Billiard Hall District No. I and Billiard Hall District No. II conform to the following regulation.

(a) No billiard hall or pool room shall operate except on the ground floor in any building in said Billiard Hall District Nos. I and II.

Section 2. That this ordinance shall be in full force and effect fifteen days after date of publication.

Section 3. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

I move the adoption of the foregoing ordinance, this 3 day of January, 1946.

E. W. Eller
COUNCILMAN

SECONDED BY: H. M. Felder
COUNCILMAN

Read, approved and adopted, this 17 day of January 1946, to become effective 2 day of February, 1946.

L. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

[illegible]

An ordinance relating to traffic and regulating the use of public streets and highways in the city of Asheville prescribing regulations reletive to the parking of vehicles upon subh public streets and highways; providing for purchese, acquiring, installation, operation, maintenance, supervision, regulation and control of the use of parking meters; defining and providing for the establishment of parking meter zones upon the public streets and highways, providing for the payment thereof; providing for the enforcement hereof and providing penalties for the violetion thereof was passed on its first reading with all members of the Council present voting as follows:

Councilman Starnes voted "aye" Councilman Brown voted "aye"
Councilman Felder voted "aye" Councilman Eller voted "aye"

Mayor Lee voted "aye"

A delegation of negroes living on Curve Street appeared before the Council requesting that hydrants be placed on Curve Street, also that the street be paved. This matter was referred to the Director of Public Works for investigation and report.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

January 24, 1946 - - 4:30 P. M.

The City Council met in regular session Thursday, January 24, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present, Councilmen C. Fred Brown, J. E. Divelbiss, Hugh M. Felder, Earl W. Eller, O. E. Starnes, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

AN ORDINANCE RELATING TO TRAFFIC AND REGULATING THE USE OF PUBLIC STREETS AND HIGHWAYS IN THE CITY OF ASHEVILLE; PRESCRIBING REGULATIONS RELATIVE TO THE PARKING OF VEHICLES UPON SUCH PUBLIC STREETS AND HIGHWAYS; PROVIDING FOR PURCHASE, ACQUIRING, INSTALLATION, OPERATION, MAINTENANCE, SUPERVISION, REGULATION AND CONTROL OF THE USE OF PARKING METERS; DEFINING AND PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES UPON THE PUBLIC STREETS AND HIGHWAYS, PROVIDING FOR THE PAYMENT THEREOF; PROVIDING FOR THE ENFORCEMENT HEREOF AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF," was upon motion of Councilman Starnes, seconded by Councilman Felder unanimously passed on its sedond reading with all members present voting as follows:

Councilman Starnes voted "aye" — Councilman Eller voted "aye"
Councilman Divelbiss voted "aye" — Councilman Felder voted "aye"
Councilman Brown voted "aye" — Mayor Lee voted "aye"

Resolution authorizing mayor to execute quit-claim deed to Richard D. Baker and wife, Hazel M. Baker was upon motion of Councilman Starnes, seconded by Councilman Divelbiss, Jr. unanimously adopted.

Complete copy of Resolution will be found in Resolution Book #2 Page 299.

Mr. Harold Rathburn appeared before the Council requesting a chauffeur's licenst to operate a taxicab in the City of Asheville. This Matter was referred to the City Manager.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

January 31, 1946 - - 4:30 P. M.

The City Council met in regular session Thursday, January 31, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present, Councilmen C. Fred Brown, H. M. Felder, Earl W. Eller, O. E. Starnes City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

ORDINANCE NO. 304 - THIRD READING

An ordinance RELATING TO TRAFFIC AND REGULATING THE USE OF PUBLIC STREETS AND HIGHWAYS IN THE CITY OF ASHEVILLE; PRESCRIBING REGULATIONS RELATIVE TO THE PARKING OF VEHICLES UPON SUCH PUBLIC STREETS AND HIGHWAYS; PROVIDING FOR PURCHASE, ACQUIRING, INSTALLATION, OPERATION, MAINTENANCE, SUPERVISION, REGULATION AND CONTROL OF THE USE OF PARKING METERS; DEFINING AND PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES UPON THE PUBLIC STREETS AND HIGHWAYS, PROVIDING FOR THE PAYMENT THEREOF; PROVIDING FOR THE ENFORCEMENT HEREOF AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF, was upon motion of Councilman Starnes, seconded by Councilman Felder unanimously passed on its third and final reading with all the members present voting as follows:

Councilman Brown voted "aye" — Councilman Felder voted "aye"
Councilman Eller voted "aye" — Councilman Starnes voted "aye"
Mayor Lee voted "aye"

ORDINANCE No. 304

AN ORDINANCE RELATING TO TRAFFIC AND REGULATING THE USE OF PUBLIC STREETS AND HIGHWAYS IN THE CITY OF ASHEVILLE; PRESCRIBING REGULATIONS RELATIVE TO THE PARKING OF VEHICLES UPON SUCH PUBLIC STREETS AND HIGHWAYS; PROVIDING FOR PURCHASE, ACQUIRING, INSTALLATION, OPERATION, MAINTENANCE, SUPERVISION, REGULATION AND CONTROL OF THE USE OF PARKING METERS; DEFINING AND PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES UPON THE PUBLIC STREETS AND HIGHWAYS; PROVIDING FOR THE PAYMENT THEREOF; PROVIDING FOR THE ENFORCEMENT HEREOF AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.

WHEREAS, because of traffic conditions that have existed in certain sections of the City of Asheville, the free movement of traffic in those sections is, and has been, impeded for a long period of time; and

WHEREAS, attempts to regulate the traffic and parking in the aforesaid area have not been as successful as is desirable; and

WHEREAS, because of the habit of numerous operators of motor vehicles of parking for long periods of time in close proximity to other motor vehicles so parked on the most congested parts of the City's busiest streets tends to further impede traffic and in addition thereto constitutes a danger to the life, limb and property of motorists, pedestrians and others; and

WHEREAS, it is the opinion of the Council of the City of Asheville that the best method by which the above-mentioned conditions may be remedied is by the designation of individual parking spaces in the said area, by providing for the use of mechanical parking-time indicators in conjunction thereto, by restricting parking in said area to reasonable intervals of time and by compelling the operators of vehicles who enjoy the use of the parking space so designated to pay a portion of the cost of establishing and maintaining the same;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. For the purpose of this ordinance

(a) The word "vehicle" shall mean any device in, upon or by which any person or property is or may be transported upon a highway, except a device which is operated upon rails or tracks.

(b) The word "street" shall mean any public street, avenue, road, boulevard, highways or other public place located in the City of Asheville and established for the use of vehicles.

(c) The word "person" shall mean and include any individual, firm, co-partnership, or corporation.

(d) The word "operator" shall mean and include every individual who shall operate a vehicle as the owner thereof or as the agent, employee or permittee of the owner.

Section 2. The Director of Public Safety is hereby authorized to establish immediately zones to be known as parking meter zones in the following streets and avenues;

Pack Square;
Southside of Patton Avenue from Haywood Street to Coxe Street;
North side of College Street from Spruce Street to Patton Avenue;
South side of College Street from Spruce Street to Market Street;
West side of Haywood Street from Battery Park Avenue to Page Avenue;
North side of Battery Park Avenue from Haywood Street to O'Henry Avenue;
South side of Battery Park Avenue from Wall Street to Otis Street;
Both sides of Page Avenue from Battery Park Avenue to north of Battle Square;
Both sides of Battle Square;
Both sides of O'Henry Avenue, full length;
Both sides of Broadway from College Street to Woodfin Street;
East side of Rankin Avenue from College Street to Walnut Street;
East side of Church Street from Aston Street to Patton Avenue;
Both sides of Biltmore Avenue from Aston Street to Pack Square.

(From the Hours of 8 A. M. to 7 P. M. Sundays excluded)

And from time to time thereafter as traffic conditions require in such other streets and avenues as are selected by resolution of the City of Asheville for the location of such zones.

And in said parking meter zones the Director of Public Safety shall cause parking meters to be installed and shall cause parking meter spaces to be designated as hereinafter provided, and shall fix the time limitations for legal parking in such zones, and the hours during the day and night when the parking meter or meters must be used and when the time limitations shall be effective, in compliance with the provisions of this ordinance; and shall indicate the time limitations by designating the same on the parking meter or meters or by appropriate signs posted in proximity to said meter or meters in said zones.

Section 3. The Director of Public Safety is hereby directed to provide for the purchase, acquiring, operation, maintenance, supervision, regulation and use of the parking meters provided for in this ordinance, and to maintain the said meters in good workable condition, and the Mayor is hereby vested with power and authority to enter into a contract of purchase on approval of the terms and conditions thereof by the Council of the City of Asheville.

Section 4. Parking meters installed in the parking meter zones established as provided in section 2 hereof shall be placed upon the curb immediately adjacent to the individual parking places hereinafter described. Each parking meter shall be placed or set in such manner as to show or display by a signal that the parking space adjacent to such meter is or is not legally in use. Each parking meter installed shall indicate by a proper legend the legal parking time established by the City and when operated shall indicate on or by its dial and pointer the duration of the period of legal parking, and upon expiration of such period, shall indicate illegal or over parking.

Section 5. The Director of Public Safety shall have lines or markings painted or placed upon the curb and/or upon the street adjacent to each parking meter for the purpose of designating the parking space for which said meter is to be used and each vehicle parking adjacent or next to any parking meter shall park within the lines or markings so established. It shall be unlawful and a violation of this ordinance to park any vehicle across any such line or marking or to park said vehicle in such position that the same shall not be entirely within the area so designated by such lines or markings.

Section 6. When a parking space in any parking meter zone is parallel with the adjacent curb or sidewalk, any vehicle parked in such parking space shall be parked with the foremost part of such vehicle nearest to such meter.

Section 7. When a vehicle shall be parked in any space adjacent to which a parking meter is located in accordance with the provisions of this ordinance, the operator of said vehicle shall, upon entering the said parking space, immediately deposit or cause to be deposited a five-cent or one-cent coin or tokens of equivalent value or values the Director of Public Safety may decide upon, in such parking meter, and put such meter in operation, and failure to deposit such coin or token of such specified values and put the meter in operation shall constitute a breach of this ordinance and shall subject such person to the penalty prescribed in Section 14 hereof. Upon the deposit of such coins or tokens of such specified values and placing said meter in operation, the parking space may be lawfully occupied by such vehicle during the period of parking time which has been prescribed for the part of the street in which said parking space is located. If said vehicle shall remain parked in any such parking space beyond the parking time limit fixed for such parking space, the parking meter whall by its dial and pointer indicate such illegal parking, and in that event, such vehicle shall be considered as parked overtime and beyond the period of legal parking time and the parking of a vehicle overtime or beyond the period of legal parking time in any such part of a street where any such meter is located shall be a violation of this ordinance and punished as hereinafter set out.

(a) Operations of commercial trucks may apply to the Director of Public Safety for permission to park in the parking zones to load or to unload merchandise. If such permission is granted, it shall be the duty of the Director of Public Safety to issue an official permit, same to be recognized as authority for the operator of such vehicle to park in the parking zones hereinbefore named without depositing coins or tokens for a period not to exceed thirty minutes. Should any truck or delivery car be parked longer than thirty minutes the operator will be given a ticket and classed as a violation of this ordinance and the regular penalty imposed. Upon repeated violation of the provisions set out in this paragraph the Director of Public Safety may, in hisdiscretion, revoke said permit.

Section 8. It shall be unlawful and a violation of the provisions of this ordinance for any person to cause, allow, permit or suffer any vehicle registered in the name of, or operated by such person to be parked overtime or beyond the period of legal parking time established for any parking meter zone as herein described.

Section 9. It shall be unlawful and a violation of the provisions of this ordinance for any person to permit any vehicle to remain or be placed in any parking space adjacent to any parking meter while said meter is displaying a signal indicating that the vehicle occupying such parking space has already been parked beyond the period of time prescribed for such parking space.

Section 10. It shall be unlawful and a violation of the provisions of this ordinance for any person to deface, injure, tamper, with, open or willfully break, destroy, or impair the usefulness of any parking meter installed under the provisions of this ordinance.

Section 11. It shall be unlawful and a violation of the provisions of this ordinance to deposit or cause to be deposited in any parking meter, any slug, device or metallic substance, or any other substitute, for the coins or specified tokens in lieu of the coins.

Section 12. It shall be the duty of police officers of the City, acting in accordance with instructions issued by the Director of Public Safety,to report:

(a) The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to such parking meter is or has been parking in violation of any of the provisions of this ordinance;

(b) The State license number of such vehicle;

(c) The time during which such vehicle is parking in violation of any of the provisions of this ordinance;

(d) Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation. Each such police officer shall also attach to such vehicle a notice to the owner or operator thereof that such vehicle has been parked in violation of a provision of this ordinance and instructing such owner or operator to report at the Police Department of the City of Asheville in regard to such violation. Each such owner or operator may, within 24 hours of the time when such notice was attached to such vehicle, submit to the violation and pay, as a penalty for and in full satisfaction of such violation, the sum ob $1.00. The failure of such owner or operator to make such payment of said amount, within said 24 hours, shall render such owner or operator subject to the penalties her inafter provided for violation of the provisions of this ordinance.

Section 13. Any person who shall violate any of the provisions of this ordinance and any person who aids, abets or assists therein, shall, upon conviction thereof, be subject to a fine of any amount not exceeding $5.00 for each offense.

Section 14. The specified coin, coins or tokens required to be deposited in parking meters as providedherein are hereby levied and assessed as fees to provide for the proper regulation and control of traffic upon the public streets, and also the cost of supervision and regulating the parking of vehicles in the parking meter zones created hereby, and to cover the cost of purchasing, acquiring, installation, operation, maintenance, supervision, regulation and control of the parking meters described herein.

Section 15. This ordinance shall be deemed to be in addition and supplementary to, and not in conflict with nor a repeal of prior or existing ordinances of the City of Asheville, but shall be an additional provision for the regulation of traffic and parking in those zones provided for herein.

Section 16. If a section, part of section, sentence, clause or phrase of this ordinance shall be held to be unconstitutional or invalid, the remaining provisions hereof shall nevertheless remain in full force and effect.

Section 17. All ordinances or parts of ordinances in conflict with the provisions of this ordinance be and at the same time are hereby repealed. This ordinance shall take effect and be in force from and after the earliest period allowed by law.

I move the adoption of the foregoing ordinance, this 17 day of January, 1946.

O. L. Starnes
COUNCILMAN

SECONDED BY: H. W. Zelder
COUNCILMAN

Read, approved and adopted, this 31 day of January, 1946, to become effective this day of February, 1946.

Resolution authorizing Mayor to execute quit-claim deeds to F. A. Spivey; Miss Fannie B. McCoy; Arthur York and Eugene . Coston; Tom Rowland Jr. was upon motion of Councilman Brown, seconded by Councilman Starnes, unanimously adopted as follows:

RESOLUTION AUTHORIZING MAYOR TO EXECUTE QUIT-CLAIM DEEDS TO F. A. SPIVEY; MISS FANNIE B. MCCOY; ARTHUR YORK AND EUGENE . COSTON; TOM ROWLAND, JR.

WHEREAS, the City acquired through tax foreclosure proceedings certificates for numerous pieces of property for the years 1927 and 1928; and

WHEREAS, the General Assembly of North Carolina at its last session enacted a tax relief bill giving any governmental unit which has obtained title to any real estate the power and authority to reconvey to the original owner or other person having an interest in said property upon the payment of the taxes plus 6 % interest and $6.00 costs, without advertising same; and

WHEREAS, on the 23rd day of July, 1934 a deed was issued to J. A. Beachboard and S. . Beachboard for Lot 215, Sheet 1, Ward 6, which deed was never recorded, and F. A. Spivey, the next of kin of J. A. Beachboard and G. W. Beachboard (now deceased) has requested that a deed be made to him for said property; and

WHEREAS, Miss Fannie B. McCoy, Arthur York, Eugene . Coston, and Tom Rowland, Jr. have deeds to the property hereinafter referred to; and

WHEREAS, the following property was sold at private sale:

CERTIFICATE	ORIGINAL OWNER	LOT	SHEET	WARD	NAME OF BUYER
1928	J. A. Beachboard	215	1	6	F. A. Spivey
1928	Fannie B. McCoy	211	1	4	Miss Fannie B. McCoy
1927	Lara Moore	10	5	6	Arthur York and Eugene F. Coston
1928	Carl T. Bossett	15½	5	5	Tom Rowland, Jr.
1928	S. S. Brigman	2½	5	5	Tom Rowland, Jr.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

That the Mayor of the City of Asheville be and he is hereby authorized and empowered to execute quit-claim deeds to the property listed above, as above set out, which deeds are to be turned over to the tax collector of the City of Asheville, who will deliver the same to the bidders upon payment of the taxes above referred to, and the listing of the property for taxes for the period in which title was vested in the City of Asheville.

I move the adoption of the foregoing resoltuion.

C. Boyd Brown
COUNCILMAN

SECONDED BY: O. . STARNES
COUNCILMAN

Read, approved and adopted, this 31st day of January, 1946.

I. Lyons Lee
MAYOR

Joyce M. Wells
CITY CLERK

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Resolution authorizing Mayor to execute lease to Hugh C. Taylor was upon motion of Councilman Eller, seconded by Councilman Felder, unanimously adopted.

A complete copy of this Resolution and lease will be found in the Resolution Book #2, page 3[illegible].

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

February 7, 1944 - - 4:30 P. M.

The City Council met in regular session Thursday, February 7, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen C. Fred Brown, H. M. Felder, Earl W. Eller, C. E. Starnes City Manager W. W. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.
Minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute quit-claim deed to Emmett M. Hyder was upon motion of Councilman Felder, seconded by Councilman Eller unanimously adopted as follows:

Complete resolution copy will be found in Resolution Book #2 page 302.

Resolution authorizing the City Manager toadvertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Starnes, seconded by Councilman Brown unanimously adopted.

Complete resolution copy will be found in Resolution Book #2 Page 303

Resolution authorizing Mayor to execute quit-claim deed to Howard Robinson was upon motion of Councilman Brown, seconded by Councilman Starnes unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 Page 304.

Pearl Lattimore 38 Short Street appeared before the Council requesting permission to open a Colored Childrens' Home . This matter was referred to the City Manager.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

February 14, 1946 - - 4:30 P. M.

The City Council met in regular session Thursday, February 14, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding: Present: Councilmen C. Fred Brown, H. M. Felder, Earl W. Eller, C. E. Starnes, J. E. Swaim Biltmore, Jr., City Manager, P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute quit-claim deed to Howard Robinson was upon motion of Councilman Brown, seconded by Councilman Felder unanimously adopted as follows:

Complete resolution will be found in Resolution Book #2 page 305.

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Felder, seconded by Councilman Brown unanimously passed.

Complete copy of resolution will be found in Resolution Book #2 Page 306.

Resolution authorizing the City Manager to enter into negotiations with the proper authorities of the National Housing Agency relative to application for federal aid in providing housing facilities for veterans and service men was upon motion of Councilman Starnes, seconded by Councilman [illegible], unanimously adopted.

Complete copy of Resolution will be found in Resolution Book #2 page 307.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Joyce M. Wells
CITY CLERK

Thursday, February 21, 1946 - 4:30 P. M.

Because of lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Joyce M. Wells
CITY CLERK

Thursday, February 21, 1946 - 4:30 P. M.

The City Council met in regular session Thursday, February 21, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen C. Fred Brown, Earl W. Eller, Hugh M. Felder, C. E. Starnes, City Manager W. W. Burdette, Corporation Counsel Philip C. Cocke, Jr. and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution designating depositories for City funds was upon motion of Councilman Starnes, seconded by Councilman Eller, unanimously adopted.

Complete resolution will be found in Resolution Book #2 page 308.

Mayor Lee announced with regret the resignation of Mrs. Joyce M. Wells, City Clerk, and read the following letter from Mrs. Wells:

February 25, 1946

Mayor L. Lyons Lee,
City Council

Gentlemen:

I am sorry that it has become necessary for me to resign my position as City Clerk of the City of Asheville, to become effective March 1, 1946.

I consider it quite an honor to be able to serve as City Clerk and appreciate all the kindnesses that were extended to me. It has been a pleasure to work for you.

If I can be of any assistance at any time, I shall be glad to do so.

Sincerely,

(Mrs.) Joyce M. Wells
City Clerk

Upon motion of Mr. Brown, seconded by Mr. Felder, the resignation of Mrs. Wells as City Clerk was accepted.

On motion of Councilman Brown, seconded by Councilman Starnes, Miss Margaret Simmons was nominated to the office of the City Clerk, and was unanimously elected to this office.

Mayor Lee read the following letter from Arthur M. Jones, Chairman of City Election Board:

February 25, 1946

Mayor L. Lyons Lee,
Asheville, N. C.

My dear Mayor,

Due to my recent appointment as Manager of the Asheville Chamber of Commerce I am inclined to feel that in the interest of all parties concerned I should offer my resignation, and respectfully request that I be released from my duties as Chairman of the City Election Board.

I have enjoyed my work, and my association with both the City Administration and my colleagues has been most cordial.

Very sincerely yours,

Arthur Myles Jones
Secretary-Manager
Asheville Merchants Association

Upon motion of Councilman Eller, seconded by Councilman Starnes, the resignation of Mr. Jones as Chairman of the City Election Board was unanimously accepted.

Mr. Anderson Bowen of 193 Rumbough Place, representing a small delegation, appeared before the City Council and reported conditions on Manila Street as to lights, street repair, and sewer connections. This matter was referred to the City Manager for investigation and report.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

March 7, 1946 - - 4:30 P. M.

The City Council met in regular session Thursday, March 7, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen C. Fred Brown, J. E. Divelbiss, Jr., H. M. Felder, Earl W. Eller, C. E. Starnes, City Manager P. M. Brissette, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Eller, seconded by Councilman Starnes, unanimously passed.

Complete copy of resolution will be found in Resolution Book #2 page 309.

After a short statement expressing the appreciation of the Council for the splendid service rendered the City of Asheville by Mr. J. E. Divelbiss, Jr., Mayor Lee with deep regret presented Mr. Divelbiss' resignation:

RESIGNATION OF J. E. DIVELBISS, JR.

TO HONORABLE L. LYONS LEE, MAYOR, AND MEMBERS OF THE CITY COUNCIL:

Due to the fact that my residence is now outside of the corporate limits of the City of Asheville, I tender this my resignation as a member of the City Council to take effect on the 7th day of March, 1946.

J. E. Divelbiss, Jr.

Upon motion of Councilman Eller, seconded by Councilman Starnes, the following letter from Mr. Divelbiss was ordered spread upon the minutes of this meeting:

February 14, 1946

To Honorable L. Lyons Lee, Mayor, and
Members of the City Council:

In May, 1941 I had the pleasure to be elected as a member of the City Council of the City of Asheville. For five consecutive elections, along with my associates, the people of the City of Asheville have shown their confidence in me by re-electing me to the office I now hold. I have above vote.

During the 4 years of office with my associates many real accomplishments have been made, and it is with the deepest regret that I sever my official connection with this body. However, I am taking over my connection in a full, and I will always be with you wishing the best for you and have found and will find in the future.

I wish to pay tribute to Mr. P. M. Brissette, City Manager, Mr. Philip C. Cocke, City Attorney, Mr. Earl W. Eller, Director of Public Works, and all employees and each and every one of the City of Asheville for the fine cooperation shown the councils during my term of office.

If I can ever be of any further service to you or the City of Asheville I shall be glad to do so if you will call upon me at any time.

Very sincerely yours,

J. E. Divelbiss, Jr.

Councilman Brown, after thanking Mr. Divelbiss for the service he has rendered during his term of office, moved that Mr. Divelbiss' resignation be accepted with regret. The motion was seconded by Councilman Eller and unanimously passed by the Council.

Upon motion of Councilman Eller, seconded by Councilman Starnes, and after some qualifications of Mr. McKinney, Mr. Frank M. McKinney was elected by the City Council to fill the vacancy caused by the resignation of Mr. J. E. Divelbiss, Jr.

There being no further business the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

March 14, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, March 14, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen C. Fred Brown, H. M. Felder, Earl W. Eller, C. E. Starnes, Supervisor Russel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

The oath of office as Councilman was administered to Frank M. McKinney by Mayor L. Lyons Lee, after which Mr. McKinney was invited to take a seat with the council.

Mr. McKinney expressed his appreciation of the honor of being elected to the City Council and stated he would endeavor to serve the city to the best of his ability.

Mr. J. M. Green, a disabled veteran and spokesman for the taxi drivers of Asheville, appeared before the Council and requested that the firm's cabs, which are operated by ex-service men, be allowed to park on the west side of College Street between Broadway and North Market Street. Mayor Lee told Mr. Green the Council would consider the matter under advisement, but that since taxi cabs are now being operated in Asheville by ex-service men, special consideration should be extended to any one of them.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

...found in Resolution Book #2 Page 316.

...were in order for Vice-Mayor to fill the vacancy caused ... Councilman Eller, seconded ... Councilman ..., ... elected Vice-Mayor.

... the honor conferred upon him, and took occasion to ... in the community in the matter of ... smoke nuisance.

... meeting was upon motion adjourned.

L. Lyons Lee

Margaret Simmons
CITY CLERK

April 8, 1946 -- ...

... the City Council ...

L. Lyons Lee

Margaret Simmons

April 11, 1946 -- ...

... April 11, 1946 ...

... Councilman Eller, ...

... found in Resolution Book #2 page 317.

... Mayor to advertise pertaining ... Councilman Felder, ...

... found in Resolution Book #2 page 320.

L. Lyons Lee

Margaret Simmons

L. Lyons Lee

Margaret Simmons

April 25, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, April 25, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen Earl W. Eller, Frank M. Mulvaney, H. M. Felder, O. E. Starnes, City Manager P. M. Burdette, Corporation Counsel Philip C. Cooke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

DEED - MRS. NAOMI NICHOLSON
TO FRANK RHODES, JR.

Resolution authorizing the Mayor to execute deed to Mrs. Naomi Nicholson and deed to Frank Rhodes, Jr. was, upon motion of Councilman Felder, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 321.

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
MAYOR

Margaret Simmons
CITY CLERK

May 2, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, May 2, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen H. M. Felder, O. E. Starnes, Holmes Bryson, Frank M. Mulvaney, C. Fred Brown, Earl W. Eller, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

At this point a motion was made by Councilman Brown, seconded by Councilman Felder, that the meeting recess until 5 o'clock, and the motion was duly carried.

Pursuant to recess and at 5 o'clock, with all of the above members of the Council present, the following resolutions were unanimously passed.

Resolution authorizing Mayor to enter into lease with Al and Clare Goodman for certain properties owned by Al and Clare Goodman and known as Newbridge NYA property was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 322.

State of North Carolina,
County of Buncombe.

THIS LEASE, entered into this ___ day of _____, 1946 by and between Clare L. Goodman and husband Al. J. Goodman, hereinafter called Lessors, and City of Asheville, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, hereinafter called Lessee,

WITNESSETH:

That the Lessors, in consideration of the agreements and covenants hereinafter mentioned, hereby demise, lease and let to the Lessee all that certain tract of land situated in Beaverdam Ward, Asheville Township, Buncombe County, North Carolina, more particularly described as follows:

BEGINNING at a stake in Beaverdam Creek, said stake being a corner in the west boundary of the Lake View Park property and also the N. E. corner of the Augusta C. Swain property, and running thence down and with the meanders of Beaverdam Creek 235.6 feet more or less to a point in Beaverdam Creek, the S. E. corner of lot 36 of the W. A. Swain property, plat of which is recorded in Plat Book 4 at page 143; thence with the east line of said lot North 66.4 feet to a point in the south margin of Merrimon Ave., the N. E. corner of aforesaid lot, thence with the South margin of Merrimon Ave., West 25 feet to a point, the N. W. corner of the aforesaid lot; thence with the west line of aforesaid lot South 62.8 feet to a point in Beaverdam Creek, the S. W. corner of aforesaid lot; thence down and with the meanders of Beaverdam Creek 362.6 feet more or less to a stake in Beaverdam Creek the N. W. corner of the Augusta C. Swain property; thence leaving Beaverdam Creek and running with the west line of the Augusta C. Swain property the following courses and distances: S. 3 deg. 30' W 363 feet to a maple; S 2 deg. W 143 feet to a stake; S 9 deg. 30' E. 145.4 feet to a stake in said line; thence leaving said line S. 87 deg. 30' E. 190.4 feet to a stake; S 0 deg. 10' W. 158.8 feet to a stake; S. 12 deg. 35' E. 189.8 feet to a stake; N. 80 deg. 50' E. 400 feet to a stake in the Augusta C. Swain - Lake View Park property line; thence with said line N. 3 deg. 46' E. 854 feet more or less to the BEGINNING.

TO HAVE AND TO HOLD the said tract of land with the privileges and appurtenances thereunto appertaining to it, the Lessee, its successors and assigns, for the period of five (5) years from the 1st day of May, 1946 upon the following terms and conditions:

The lessee hereby agrees to pay as rent for said tract of land the sum of $1,000.00 per annum, payable in twelve monthly installments on the first day of each month, commencing on the first day of May, 1946 and continuing on the first day of each month thereafter during the term of this lease.

It is also mutually agreed by and between the parties hereto that the lessee and the lessor reserve the right to cancel this lease on thirty days notice to the parties when and if the Federal Public Housing Authority ceases to use the premises herein as a federal housing project or for any purpose whatsoever as set out under the Lanham Act of the 76th Congress of the United States as amended.

It is also understood and agreed by and between the parties that this lease shall not become effective until the Federal Public Housing Authority has placed on the premises herein the housing units agreed upon between the Federal Public Housing Authority and the City of Asheville. However, this paragraph does not effect the payments set out above in this lease, and said payments shall commence on the first day of May, 1946, in any event, but shall cease upon termination of the lease.

It is further understood and agreed that the lessee assumes all ad valorem taxes on said property beginning on the first day of May, 1946 and ending with the termination of this lease.

It is further understood and agreed by and between the parties hereto that the lessors shall pay on the mortgage outstanding against said premises the sum of $_____ monthly to the holders of said mortgage.

It is also mutually agreed that this lease is not transferable.

It is mutually agreed by and between the parties that this lease may be extended for a period of one year with all the provisions herein contained upon agreement of the parties.

It is mutually agreed by and between the parties hereto that the lessee reserves the right to remove all structures on the premises at the termination of this lease.

IN WITNESS WHEREOF, the parties of the first part, Lessors, have hereunto set their hands and seals; and the Lessee has caused these presents to be signed by its Mayor, attested by its City Clerk, all by authority duly given.

Clare L. Goodman (SEAL)

Al. J. Goodman (SEAL)

City of Asheville

By L. Lyons Lee
MAYOR

ATTEST:

Margaret Simmons
CITY CLERK

State of North Carolina,
County of Buncombe.

I, Louise P. Monroe, a Notary Public in and for the foregoing county and state, do hereby certify that Clare L. Goodman and husband, Al. J. Goodman, personally appeared before me this day and acknowledged the due execution by them of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this 18th day of May, 1946.

Louise P. Monroe
Notary Public

(Seal)

My commission expires:
March 14, 1948

Resolution authorizing City Manager to enter into contract with United States of America, Federal Public Housing Authority, was upon motion of Councilman Starnes, seconded by Countilman Felder, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 323.

FPHA 1461
Rev. 3-15-46

Project No. NC-USI200
(Place) Asheville, N. C.

NATIONAL HOUSING AGENCY
FEDERAL PUBLIC HOUSING AUTHORITY

CONTRACT WITH LOCAL BODY TO PROVIDE
TEMPORARY HOUSING PURSUANT TO TITLE V
(AS AMENDED) OF THE LANHAM ACT

THIS CONTRACT, entered into this ___ day of _____, 1946 by the United States, acting by the Commissioner of the Federal Public Housing Authority, or any successor to its powers, functions and duties, hereinafter called the FPHA represented by the officer executing this instrument, and the City of Asheville, a municipal corporation duly organized and existing by virtue of the laws of the State of North Carolina, herein called the local body,

WITNESSETH, That in consideration of the mutual promises and undertakings herein provided, and for the purpose of carrying out the provisions of Title V of the Lanham Act (Public Law 849, 76th Congress, as amended) the parties hereto do mutually agree as follows:

PART I.

DEVELOPMENT OF PROJECT

1.01. Undertaking by FPHA. The FPHA will provide (through utilization or reutilization of existing structures, equipment materials or other facilities available or made available to it for the purposes of Title V of the Lanham Act,) temporary dwelling accommodations consisting of 55 family dwelling units, in or about the locality of Asheville, N. C., on a site or sites provided by the local body in accordance with the provisions of Section 1.02 hereof. FPHA shall also undertake to provide, where necessary:

(a) Foundations for the dwellings to be provided;
(b) Walks from the streets (or from sidewalks along streets) to the dwelling accommodations;
(c) Extension of utilities from the mains or conduits furnished by the local body to the dwelling accommodations;
(d) Finished grading around buildings in accordance with the standards established by FPHA for this purpose;
(e) Fixed and movable equipment for structures in accordance with standards established by FPHA for the equipping of the structures provided by FPHA for the purposes hereof; and provision of furniture to the extent that surpluses are available to FPHA for such purpose.

All of such undertakings by FPHA shall be at its cost and expense.

1.02. Undertaking by Local Body.

(a) General. The local body, as a condition precedent to the performance of FPHA's obligations hereunder, shall select and provide a site or sites deemed suitable by FPHA for the purpose of carrying out FPHA's undertaking pursuant to Section 1.01 hereof. The local body shall satisfy the FPHA that it has obtained a sufficient title or right of possession thereto for the purposes of this contract. Such site or sites shall be improved with, or the local body shall undertake to provide or cause to be provided, the following improvements:

(1) Necessary and adequate access streets or roads to such site or sites, and such off-street parking areas as are deemed necessary;
(2) Adequate streets, together with sidewalks along such streets, within the boundaries of such site or sites;
(3) Extension of all necessary utilities (including sanitary and storm sewers, water, electricity, and/or gas) to the site or sites, and installation of mains or conduits for such utilities in or along the streets within the boundaries of the site or sites; and
(4) All necessary grading except that provided by FPHA pursuant to Section 1.01 (d) hereof.

The local body shall undertake to provide any furniture or equipment (not provided by FPHA in accordance with its undertaking pursuant to the provisions of Section 1.01) deemed necessary or desirable by the local body for the management and operation of the project.

(b) Technical Services. The local body shall furnish technical services and plans and drawings as follows:

(1) A topographical survey.
(2) Detailed site or plot layout plans showing the location of buildings and all utility connections to be made with utility systems furnished by the local body.
(3) Engineering services in connection with staking and laying out of building locations, utility lines, and other similar services necessary to complete the project.
(4) Grading plans around buildings.
(5) "As built" drawings upon completion of the project.

Subject to limitations of available personnel, FPHA will make available technical advice and assistance at the request of the local body to augment the technical services provided by the local body.

(c) Right of Entry and Use of Site by FPHA. The local body hereby grants to FPHA, its agents, repre-

sentatives, and contractors, full right, power, and authority to enter upon the aforesaid site or sites, together with all necessary rights-of-way thereon and rights of ingress to and egress from the site or sites provided by the local body for the purposes hereof, and grants to FPHA all necessary right and authority to perform thereon, without interference, all such acts and things as may be necessary to the performance of this contract. The local body shall hold FPHA, its agents, representatives or contractors, harmless from any injunction or action for damage not caused by the fault or negligence of FPHA, its agents, representatives, or contractors and from its or their use of the site or sites provided by the local body for the purpose of carrying out the undertaking of FPHA pursuant to this contract. The local body shall issue or cause to be issued, without cost to the FPHA or to its contractors or the project, all necessary permits and licenses to enable the FPHA, or its contractors, to perform its undertakings on the site or sites provided by the local body.

All of such undertakings by the local body shall be provided without cost or expense to FPHA.

1.03. Project Development Program. The provision, arrangement and timing for the performance of the respective undertakings of FPHA and the local body for the development of the project shall be mutually agreed upon and embodied in a written document (herein called the "Project Development Program") which when approved (as evidenced by the signatures of a duly authorized representative of FPHA and the local body) shall be identified as Exhibit I and shall thereafter become and constitute a part of this contract and is hereby incorporated therein by reference. The Project Development Program shall include:

(a) A written statement setting forth the scope of the work to be performed and the equipment and furniture to be provided by the local body pursuant to its undertaking, and the manner in which it will be performed in such detail as shall be necessary to enable FPHA to make final arrangements to coordinate its work and carry out its undertaking, together with the plans and drawings (except the "as-built" drawings) described in Section 1.02 (b) hereof.

(b) A written statement setting forth the general description of the temporary housing accommodations and equipment to be provided by FPHA pursuant to its undertaking and indicating the scope and extent of the work to be performed by the Government with respect thereto.

(c) A mutually satisfactory time schedule for the performance of the respective undertakings of the local body and FPHA (In the preparation of such time schedule, every consideration shall be given to the urgent need of providing the temporary dwelling accommodations in a manner suitable for occupancy at the earliest possible time and that time is of the essence in the development of the project.)

The preparation of the Project Development Program shall be commenced immediately upon the execution of this contract and may be commenced at any time prior thereto in anticipation of its execution. In any event the preparation and approval of the Project Development Program should be completed within 5 working days from the execution of this contract.

1.04. Coordination of Development Work. The construction work to be performed by FPHA under this contract will be performed by contractors selected by it. The local body, its agents, employees and contractors, shall cooperate fully with the FPHA contractors and their sub-contractors and suppliers, and with the agents and employees of FPHA, all of whom shall likewise be required to cooperate with the local body, its agents and employees and its contractors and their sub-contractors and suppliers. The local body and FPHA shall carefully fit and coordinate their respective work so that it shall proceed in any orderly manner and with full speed. The local body shall furnish to FPHA any plans and specifications relating to the local body's work on or near the site or sites, and shall keep FPHA fully informed concerning the status and progress of the work being performed by the local body. The FPHA shall furnish the local body any plans and specifications under its contracts relating to the FPHA's work and will keep the local body fully informed concerning the status and progress of such work.

1.05. Delivery and Transfer of Title to Temporary Dwelling Accommodations. Upon completion of the conversion or re-erection of temporary housing accommodations, or other work to be performed by FPHA through its contractors, or of parts thereof, in a manner satisfactory to the FPHA, the local body shall accept possession, custody, and control thereof, and thereupon title thereto shall vest in the local body. A duplicate written record setting forth the dates of delivery of any such temporary housing accommodations, or other work, and an inventory of the property delivered, shall be maintained, and kept current by the local body and shall be subject to verification by FPHA. Such inventory shall be currently maintained and properly certified by the local body and one counterpart thereof shall be transmitted to FPHA currently in the manner and form prescribed by FPHA.

PART II.

MANAGEMENT OF PROJECT

2.01. Management by Local Body. The local body shall prepare a plan of management for the project (herein called the "Project Management Plan") consisting of standards for the selection of tenants, rental schedule and standards for adjustment of rents, (and an estimate of average annual income and expense with supporting schedules thereto). The Project Management Plan shall be prepared in accordance with a form prescribed by FPHA and shall be submitted to FPHA for review and approval within 30 days after the approval of the Project Development Program but in no event less than 10 days before the estimated date the first dwelling accommodation will be ready for occupancy. The Project Management Plan when approved by FPHA shall be identified as Exhibit II and shall thereafter become and constitute a part of this contract and is hereby incorporated in this contract by reference.

The local body shall manage and operate the project with efficiency and economy and in accordance with the provisions of this contract (including the approved Project Management Plan) and in accordance with such further rules, regulations and standards as may be deemed appropriate by the local body and consistent with the provisions of this contract.

2.02. Use of Dwelling Accommodations. The local body shall not, without the written consent of FPHA, admit to occupancy in any dwelling accommodation provided under this contract any person other than an "eligible tenant", as hereinafter defined, except such management employees whose continued presence at the project site is necessary for the proper management or operation thereof.

The term "eligible tenant" means distressed families of service men and veterans and their families and single veterans attending education institutions. The term "families of service men" shall include the family of any person who is serving in the military or naval forces of the United States, and the term "veterans" shall include any person who has served in the military or naval forces of the United States during the present war and who has been discharged or released therefrom under conditions other than dishonorable. Families of service men or veterans include families of deceased service men or veterans. Families of service men and veterans and their families and single veterans attending educational institutions shall be considered to be "distressed" if they are without housing because of eviction or low income or for other reasons, or are affected by unusual hardships, and are unable to find in the area adequate housing within their financial reach. This includes the family of a returning veteran who is unable to find a dwelling in the area within his financial reach in which he can re-establish his family. Service men seeking accommodations so they can bring their families into the locality and families of service men stationed outside the locality are included.

Except as provided in this contract, the local body shall not use, sell or otherwise convey or dispose of the project developed under this contract or any part thereof without the written consent of FPHA.

2.03. Rental of Dwelling Accommodations. The schedule of rents set forth in the approved Pro-

ject Management Plan shall be the fair rents based on the value of the several dwelling accommodations in the project, including the equipment or furniture (if any) supplied in the several dwelling accommodations. If the dwelling accommodations are furnished the rentals shall be broken down to show that portion of the rent attributable to the dwelling space and that portion attributable to the furniture or movable equipment provided. Such rental schedules shall be appropriately registered, if required by OPA or other applicable rent regulations, and shall be subject to the requirements of any such regulations. No rents in excess of the rents set forth therein shall be charged or collected by the local body. The local body shall make downward adjustment of rents in particular cases to permit occupancy by eligible tenants at rents within their financial reach in accordance with the standards set forth in the approved Project Management Plan.

2.04. Expense of Management and Operation. All necessary and normal expense for the management and operation of the project incurred by the local body in accordance with the provisions of this contract may be charged to and paid from the rents and revenues derived from the project. Except as provided in Section 1.02 (c) hereof, such expense may include all taxes, special assessments, licenses and other fees (or payments in lieu of any thereof) which would normally be assessed against the property if it were privately owned and which are attributable (on a pro rata basis) to the period for which the site is used pursuant to the provisions and for the purposes of this contract; provided that the amount of any of such taxes, assessments or payments shall be submitted to and approved by FPHA before any such item may be charged against operating expense. (In the event FPHA disapproves the amount of any such tax, assessment or payment, the local body shall exhaust its remedies to obtain a reduction or correction in the amount thereof in a manner satisfactory to FPHA before any such disapproved item is charged as an operating expense). The local body may also charge as an operating expense an annual ground rental for the site and utilities provided by it hereunder, computed on the basis of $15 per year per family dwelling unit provided hereunder and $3 per year per dormitory unit provided hereunder.

For purposes of this contract there shall not be charged against the expense of project management and operation:

(a) Any expenditure, charge or obligation incurred by the local body (i) for purchase of the site (if purchased) or (ii) for rent of the site (if rented) other than for the "ground rental" provided above and for any taxes, special assessments, licenses and other fees or payments in lieu thereof (except those which fall under (iii) which may be included in the rent)or (iii) for special assessments or other charges imposed in connection with the establishment of the local body's obligation under Section 1.02 of this contract;

(b) Any charges for (i) depreciation or amortization of capital investment or the establishment of reserves therefor, or (ii) reserves for repairs, maintenance and replacements for vacancy or collection losses, for removal of dwelling or restoration of site, or for contingencies;

(c) Any charge by way of premium or otherwise for fire or extended coverage insurance of structures or other property provided by FPHA pursuant to its undertaking;

(d) Any part of the regular overhead of the local body, including (but without limitation of the generality of the foregoing) salaries of any of its regular employees, unless the activities of the local body are devoted exclusively to the development or management of housing properties, in which event there may be charged against the operating expense of the project (with the written approval of FPHA) an appropriate portion of such overhead expense; or

(e) That portion of any charge for materials, supplies, commodities, equipment, utilities or services in excess of the most favorable rate, price or charge reasonably or readily available to the local body for the purpose of managing or operating the project.

Notwithstanding any other provisions hereof any annual deficit resulting from the operation and management of the project shall be the sole obligation of the local body; provided, however, that any annual deficit, resulting from management and operation of the project by the local body in accordance with the provisions of this contract, may be charged against the net annual operating income derived from the management and operation of the project in any fiscal year following such deficit, but may not be charged against the annual operating income of the project for any fiscal year preceding such deficit.

All revenue derived from furniture or equipment included in the project (whether supplied by FPHA or the local body as a part of their respective undertakings) and all expense incident to the management, operation, maintenance or replacement thereof shall for purposes of this contract be considered as project operating income or operating expense; provided, however, the local body may charge as an operating expense the reasonable use value computed on an annual basis (as agreed upon in writing by the local body and FPHA) of any furniture or equipment supplied by the local body as part of its undertaking hereunder. Such annual use value of any such furniture or equipment shall be the actual additional annual rental attributable to such furniture or equipment, as disclosed by the schedule incorporated in the approved Project Management Plan (if the rental schedule in the approved Project Management Plan does not disclose such additional rental attributable to such furniture or equipment, such rental schedule shall be appropriately revised by the local body and submitted to FPHA for approval) less the estimated annual expense of managing, operating, maintaining or replacing such furniture or equipment.

2.05. Deposit of Revenues and Handling of Funds. The local body shall deposit, before the close of business on the first day following receipt thereof (unless other arrangements are approved in writing by FPHA), either in a bank approved by FPHA or in a public depository prescribed by applicable law governing the activities of the local body, and without abatement or deduction of any kind, all rents and revenues collected by the local body from the management and operation of the project, except such amounts as are necessary to maintain a petty cash fund in an amount approved by FPHA. The local body shall provide a safe place for the keeping of all cash and currency prior to deposit. All deposits of cash or currency shall be made either by means of armoured car service or by bonded employees, unless other arrangements are approved in writing by FPHA. All persons responsible for the handling or disbursement of funds shall be appropriately covered by fidelity bonds.

2.06. Accounts and Reports. The local body shall establish and maintain complete and separate books and records of accounts relating to project income and expense and receipts and disbursements thereof, and all other financial transactions relating to the management and operation of the project pursuant to this contract. Such books of accounts and records shall be kept in accordance with such methods and classifications of accounts as may be prescribed by FPHA. At the end of each calendar month following the initial occupancy of any dwelling units provided hereunder, and continuing throughout the management and operation of the project for the purposes of this contract, the local body shall furnish FPHA a monthly statement of income and expense and a monthly report on admissions, occupancy, and characteristics of project tenants relating to the operation of the project during such month. The statement of income and expense shall be furnished within 20 days after the close of each calendar month and the report on admissions, occupancy, and characteristics of project tenants shall be furnished within 10 days after the close of each calendar month, both reports to be made on forms prescribed by FPHA to enable FPHA to ascertain compliance by the local body with the appropriate provisions of this contract.

2.07. Payment of Net Revenue to FPHA. Within 30 days after the end of each fiscal year ending on June 30, (and within 30 days after the closing of occupancy of the project for the purposes hereof) the local body shall pay to FPHA all net revenue derived from the operation and management of the project during the preceding fiscal year or portion thereof. The term "net revenue" shall mean the amount by which project operating income exceeds project operating expense, computed in accordance with the provisions of this contract.

Payments to the FPHA shall be made by a check or money order payable to the order of the Treasurer of the United States.

3.06. Audits. At reasonable times during normal business hours FPHA through any agent or representative designated by it shall have full and free access to all of the books and records of the local body relating to the performance of this contract and be permitted to make excerpts or transcripts from such books or records for the purpose of making audits to determine compliance with the requirements of this contract. It is not the intention of FPHA to make audits more frequently than annually.

PART III.

DISPOSITION AND REMOVAL

3.01. Disposition and Removal. The local body expressly covenants that the temporary dwelling accommodations provided hereunder shall be removed within two years after the termination of the emergency declared by the President to exist on September 8, 1939, provided that such period for the removal of such dwelling accommodations or of appurtenant parts thereof shall be extended for successive periods of one year each upon a determination by the National Housing Administrator (after consultation with the local body and the local community) that such housing is still needed to provide housing for eligible tenants in the interest of the orderly rehabilitation of the war effort. In the accomplishment of such disposition and removal, the local body shall remove, or cause to be removed, the temporary dwelling accommodations to parts not greater than flat repairs, unless exceptions thereto are specifically approved in writing by FPHA. Such disposition and removal shall be at the sole cost and expense of the local body and any salvage or proceeds therefrom may be retained by the local body. Upon such disposition and removal of all temporary dwelling accommodations provided pursuant to this contract and upon final payment to FPHA of all net revenue derived from the management and operation of the project and the submission and approval of the final statement of account with respect thereto, all obligations of the local body under this contract shall be discharged.

PART IV.

MISCELLANEOUS

4.01. Inspections. The FPHA, acting through its agents, representatives or employees, at all reasonable times shall have the right and privilege to enter upon the project for the purpose of inspection and informing itself concerning the manner of its use.

4.02. Notices. Any notice, request, demand or other communication required to be given by or issued to FPHA pursuant to the terms of this contract may be given by or issued to the Regional Director, Federal Public Housing Authority, Atlanta, Ga., and any notice, request, demand or other communcation which under the terms of this contract is to be given by or issued to the local body, may be given by or issued to F. M. Burdette, whose address is Asheville, N. C.

4.03. Personal Interest. No member, officer, agent, or employee of the local body shall have any personal interest, direct or indirect, in any contract for property, materials, or services made or furnished in connection with the performance of the local body's undertakings under this contract.

4.04. Members of Congress. No Member of or Delegate to Congress, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

4.05. Non-Discrimination. There shall be no discrimination by reason of race, creed, color, national origin or political affiliations, against any employee or applicant for employment qualified by training and experience, for work in connection with this contract.

The local body shall include the foregoing provision in all contracts for any part of the work under this contract.

4.06. Representation by Local Body. The local body hereby certifies and represents that it has full authority to execute this contract and to do all things and perform all acts necessary to the fulfillment of its obligations thereunder in strict accordance with the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

UNITED STATES OF AMERICA

FEDERAL PUBLIC HOUSING AUTHORITY

By _____
Director, Region ____ for the
Commissioner

WITNESSES:

_____

_____

CITY OF ASHEVILLE

By _____
City Manager (Title)

ATTEST:

_____
City Clerk

SEAL

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

May 9, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, May 9, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen C. Fred Brown, Holmes Bryson, Earl W. Eller, Frank M. Mulvaney, C. E. Starnes, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing the Mayor to execute deed to Robert F. Currence was upon motion of Councilman Mulveney, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 324.

Resolution authorizing City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Starnes, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 325.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

May 16, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, May 16, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen Earl W. Eller, C. E. Starnes, Frank M. Mulvaney, C. Fred Brown, F. M. Felder, Corporation Counsel Philip C. Cocke, Jr., City Manager P. M. Burdette, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing City Manager to proceed with the State Highway and Public Works Commission in re-routing Highway 25 was upon motion of Councilman Eller, seconded by Councilman Mulveney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 326.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

May 23, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, May 23, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen Holmes Bryson, C. E. Starnes, C. Fred Brown, Frank M. Mulvaney, F. M. Felder, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing the Mayor to execute deed to Joseph R. Gill and wife, Pauline R. Gill, was upon motion of Councilman Bryson, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 327.

Resolution authorizing the Mayor to execute deed to Coca-Cola Bottling Company of Asheville, N. C., was upon motion of Councilman Starnes, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 328.

Resolution authorizing the City Manager to advertise certain property for sale was upon motion of Councilman Brown, seconded by Councilman Starnes, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 329.

An Ordinance levying, assessing, imposing, and defining the license and privilege taxes of the City of Asheville for the fiscal year beginning June 1, 1946 and ending May 31, 1947 was upon motion of Councilman Felder, seconded by Councilman Eller, unanimously passed on its first reading with all members present voting as follows:

Councilman Bryson voted "aye" — Councilman Brown voted "aye"
Councilman Felder voted "aye" — Councilman Eller voted "aye"
Councilman Starnes voted "aye" — Councilman Mulvaney voted "aye"
Mayor Lee voted "aye"

IC

Lottie Baird of 42 Curve Street appeared before the Council and requested that the surface of Curve Street be improved, that fire plugs should be installed, and the bridge be repaired. This matter was referred to the City Manager for investigation and report.

Alice Maxwell of 1F4 South Beaumont Street appeared before the Council and requested that the surface of South Beaumont Street be improved, and that the sewer on said street be repaired. This matter was referred to the City Manager for investigation and report.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 30, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, May 30, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen Holmes Bryson, Earl W. Eller, Frank M. Mulvaney, C. Fred Brown, C. P. Starnes, City Manager T. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1946 AND ENDING MAY 31, 1947 was upon motion of Councilman Felder, Seconded by Councilman Eller, unanimously passed on its second reading with all members present voting as follows:

Councilman Bryson voted "aye" — Councilman Eller voted "aye"
Councilman Starnes voted "aye" — Councilman Mulvaney voted "aye"
Councilman Brown voted "aye" — Mayor Lee voted "aye"

Resolution authorizing Mayor to execute quit-claim deed to County of Buncombe was, upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 330.

A petition was presented requesting that trailer portions of large trucks not be allowed to park on the streets near the intersection of Patton and Clingman Avenue. The City Manager was directed to instruct the Chief of Police to see that the practice is discontinued.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 6, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, June 6, 1946 at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen Earl W. Eller, Frank M. Mulvaney, C. Fred Brown, Holmes Bryson, C. P. Starnes, W. W. Felder, City Manager T. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

The clerk was directed by Mayor L. Lyons Lee to read the following resolution:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF BUNCOMBE COUNTY AND THE BOARD OF ALDERMEN OF THE POLICE COURT OF THE CITY OF ASHEVILLE, CONCERNING CHIEF CHARLES W. LEWIS

WHEREAS, official announcement has been made that Chief of Police, Charles W. Lewis has been elected to the office of Director of Public Safety for the City of Asheville,

NOW, THEREFORE, Be it resolved by the members of the Buncombe County Commissioners in the police court of the City of Asheville:

1. That we regret very much the fact that we will no longer be in close contact with Chief Lewis as Director of Public Safety as we have been while he was Chief of Police, but at the same time we congratulate Chief Lewis because he merits it.

2. That we take this opportunity of publicly commending Mr. Lewis's administration of the office of Chief of Police. We were to it a young man and he performed the duties of this office in a most commendable manner, fearless at all times, but endeavoring to administer the laws fairly and impartially. He has given favoritism to no one, being fair to white and negro, high and low, white and colored alike. He has, in our opinion, been a most honest law enforcement officer, at all times endeavoring to do his duty, in our opinion, and we wish him success in all that he undertakes to do.

3. That to the new Chief, we welcome to the head of the department, Captain Eric Hall, with the confidence believing, that he will demonstrate the same high qualities that have marked the administration of Chief Lewis.

4. That a copy of these resolutions be mailed to the Honorable City Manager, and that the Honorable Judge of the Police Court and the Clerk thereof be requested to have written copies upon the minute docket of the Police Court.

Ordinance "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1946 AND ENDING MAY 31, 1947", after having been read in full, was passed on its third and final reading with all members of the Council present voting "Aye" as follows:

Councilman Bryson voted "aye" — Councilman Brown voted "aye"
Councilman Eller voted "aye" — Councilman Mulvaney voted "aye"
Councilman Starnes voted "aye" — Mayor Lee voted "aye"

ORDINANCE NO. 306

AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1946 AND ENDING MAY 31, 1947.

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1.

That to raise funds for general municipal purposes, the following license taxes hereinafter specified are hereby levied for the privilege of carrying on the business, trades, professions, callings, occupations, or doing the act named, or selling or offering for sale any of the articles enumerated herein, within the corporate limits of the City of Asheville, from the first day of June, 1946, to the thirty-first day of May, 1947, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay any license tax required by this ordinance by September 1, 1946, 2% per month of the amount of such license shall be added to the tax required, and no license shall be granted until the license tax, plus the two (2%) per centum per month thereof, has been paid. The addition of the two (2%) per centum per month on the amount of said license tax shall not exempt the delinquent from the penalties herein prescribed in case of delinquency. The payment of any particular tax herein imposed shall not relieve the party paying same from liability for any other tax specifically imposed for any other business conducted by such person.

Section 2.

That all persons, before engaging in any business, trade, profession, calling, occupation, or doing any act on which a license tax is imposed by this ordinance, shall, except as hereinafter provided, apply for and procure in advance, from the Director of Finance or someone designated by him, for license, and upon the payment of the license tax herein imposed a license shall be issued to said applicant. Such license must be posted conspicuously in the place of business licensed, and if the licensee has no regular place of business, the license must be kept where it may be inspected at all times by the proper city officials. No license shall be transferable or assignable except by consent of the City Manager.

Section 3.

(a) That any person, firm, or corporation, desiring to engage in any business, trade, or vocation, or do anything hereinafter mentioned in this paragraph, may be required to appear in person before the Director of Finance for a license, stating the place at which it is proposed to conduct the business, the name of the owner of the business, or, if the owner be a firm, the names of all members of such firm, or, if the owner be a corporation, the names of the officers, including the manager. And the Director of Finance shall also have the right to require the owner, proprietor, manager, or other person interested in or connected with such business, to give evidence, upon oath, touching the manner in which business has been or is to be conducted, as well as any other facts which the Director of Finance may deem necessary. This section shall apply to the following:

1. Keepers of Billiard, Pocket Billiard, or Bagatelle Tables.
2. Bowling Alleys, or Alleys of like kind

.. Shooting Galleries.
14. Pool Boards, Single Boards, or Knife Racks.
15. [illegible] Arcades.
16. Merry-Go-Rounds, Ferris Wheels, Switchbacks, or Roller Coasters.
17. Any kind of Table, Stand, Place, or Game, kept in a house or room used or connected with a [illegible].
18. Carnivals, Theatres, Motion Picture Shows, Vaudeville Shows, Dance Halls, Roof Gardens, [illegible].
19. Phrenologists.
20. Lunch Counters or Restaurants.
21. Hotels, Lodging Houses, or Boarding Houses.
22. [illegible]
23. [illegible]
24. [illegible]
25. [illegible]
26. [illegible]
27. Gasoline or Oil Filling Pipes, Service Tanks, or Pumps.

(c) A license may be refused for any business enumerated in the preceding sub-section unless the City [illegible] shall be satisfied that the applicant, or the proposed manager, is a person of good moral character, [illegible] proper person to conduct such business, and unless he shall also be satisfied that the place [illegible] is a suitable place for the conduct of such business.

(d) That billiard rooms, pool rooms, bowling alleys, bagatelle tables, or rooms where games or [illegible] of all kind are operated, and also restaurants, cafes, lunch counters, or places where soft drinks [illegible], shall be clear of screens or sight obstructions of any kind.

Section 4

That before license shall be issued for any of the following businesses, the applicant shall execute a satisfactory bond, payable to the City, in the amount hereinafter named, conditioned for the faithful performance by such licensee, his or its servants, agents, or employees, of all laws and ordinances now [illegible] in force or hereafter enacted, relating to such business, and further conditioned to save the City harmless from any loss arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City Council may determine:

2. Bowling Alleys	$1,000.00
3. Junk Dealers	1,000.00
4. Electrical Contractors	1,000.00
5. Electric Sign Contractors and Hangers	500.00
6. Plumbing Contractors	1,000.00
8. Sidewalk or Paving Contractors doing any work on sidewalks or streets costing not over $300.00	100.00
Paving and work costing over $300.00	1,000.00
9. House Movers	500.00
10. Taxicab	500.00

Section 5

That wherever the word "person" is used in this ordinance, the same shall be construed to include "firms", "companies", "corporations", and "associations".

Section 6

Where the amount to be paid for license depends upon the amount of gross sales or receipts, or other facts to be ascertained, it shall be the duty of persons applying for license to render to the Director of Finance a sworn statement of such gross sales or receipts during the preceding months, quarter, year, or other period required, and such other and further proof as the Director of Finance may require, [illegible] to the satisfaction of said Director of Finance; and in either case, the Director of Finance shall not be required to receipt for the proper license until satisfactory proofs are furnished. In case the business for which the license is required is commenced after June 1, 1946, and the tax on such business is based upon gross sales or receipts or facts to be ascertained, the license shall be assessed upon the probable gross sales or receipts during a term of one year; or if the amount of tax to be paid is determined by other facts to be ascertained, then a sworn statement as to such facts shall be made, and the license based thereon. Provided, however, that the Director of Finance shall have the right at any time during the period covered by any license to require of such licensee additional sworn statements as to the sales and receipts or other determining facts of such business, and an additional license tax shall be paid in accordance therewith.

Section 7

Where any business is begun after Jan. 1, 1947 the licensee shall pay for such business and the privilege of operating same one-half of the tax prescribed; provided, however, that no license shall be issued for less than one dollar. This section is in compliance with Section 100, Article 2, Schedule B, Sub-section B, of the Revenue Act of the State of North Carolina for 1945, as amended.

Section 8

The adoption of this schedule of license tax shall not abridge the right of the City Council to change, alter, increase, or decrease, any or all of the license taxes herein levied, or to levy taxes on businesses, trades, or professions not hereby taxed, at any time. And when any increase is made, the license shall be revoked unless such license tax be paid within thirty (30) days.

Section 9

Should any section, paragraph, sentence, clause, or phrase, of this ordinance, be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

Section 10

A separate license shall be required for each place of business, and every class of business for which a license tax is required by this ordinance.

Section 11

Any license issued under this ordinance shall be subject to revocation or suspension for a definite or indefinite time by the City Manager, without refund of any part of the tax paid, if the licensee or manager, or person in charge of the business, or employees, shall violate any ordinance or law relative to such business, or be convicted of crime, or if, in the judgment of the City Manager, the licensee does, by reason of its nature or the manner or place in which it is conducted, constitute a nuisance or is a menace to good order or to public health, welfare, safety, or morals. And upon the revocation or suspension of any such license, it shall be unlawful for the person to whom such license was granted to continue to conduct such business. Any person, firm, or corporation, violating this provision, shall pay a penalty of fifty ($50.00) dollars. Each day such business is conducted after revocation or suspension of license, shall constitute a separate offense.

Section 12

It shall be the duty of the Director of Finance to see that the Solicitor of the Police Court is furnished with a list of all unpaid license taxes for the fiscal year of 1946-47, and it shall be the duty of the Solicitor of the Police Court to issue warrants for all delinquents, and to prosecute as vigorously as necessary and demand that the same be paid or inflict a penalty as provided in this ordinance.

Section 13

That every person who shall violate any provision of this ordinance, or carry on any business, trade or vocation, or profession, on which a license tax has been fixed, without having first paid the tax and received a license, shall be liable to a penalty of fifty ($50.00) dollars for each offense, and each day said business shall be carried on shall constitute a separate and distinct offense.

Section 14

When a license is issued, it is presumed that the location of the business or the kind of business licensed is not prohibited by some other ordinance, however, in case is prohibited or found to be illegal or illegally operated the City Manager has the authority to revoke the license.

LICENSE SCHEDULE

Section 15

"A"

ABATTOIR, OR SLAUGHTER HOUSE.

Per annum - $50.00

ACCOUNTANTS.

Except by State Statutes.

ADVERTISING.

Not specifically taxed.

Every person, firm, or corporation, engaged in the business of soliciting or contracting for advertising, or engaged in the business of advertising, and not specifically classified and taxed by this article, where tax is not prohibited by State Statutes, shall pay a license tax of, per annum - - $15.00

Provided, that this tax shall not apply to newspapers or periodicals published in the City.

ADVERTISING, OUTDOOR-- BILLBOARDS.

Every person, firm, or corporation, which is engaged or engages in the business of outdoor advertising by means of sign boards, poster boards, or printed bulletins, and any other outdoor advertising devices, erected upon grounds, walls, or roofs of buildings, shall pay a license tax of, per annum - $100.00

(a) Every person, firm, or corporation, owning or maintaining sign boards, poster boards, painted bulletins, printed bulletins, or other outdoor advertisements of any nature, shall have imprinted on the same the name of such person, firm, or corporation in sufficient size to be plainly visible and permanently affixed thereto.

(b) Distribution in the City of Asheville, or sign-tacking, advertising by tacking, posting on poles, trees, buildings, fences, or other structures, except on licensed billboards, PROHIBITED.

ADVERTISING--DISTRIBUTORS OF SAMPLES, PRINTED ADVERTISEMENTS, AND CIRCULARS.

Every person, firm, or corporation, distributing samples, circulars, handbills, or other printed matter from house to house, or person to person, anywhere within the corporate limits of the City of Asheville, shall pay a license tax of, per annum - $100.00

For one distribution, where the annual tax has not been paid - - - - - - - - - - - - - - -$10.00

PROVIDED, that all distributions of handbills, circulars, or other printed matter, shall be delivered to someone in each residence or business house, or shall be placed under the front door of each residence or business house, or between the front door and the screen. Also, each person, firm, or corporation, distributing said circulars, handbills, or other printed matter, shall have the name of such person, firm, or corporation, on each handbill, circular, or other printed matter, in sufficient size to be plainly visible and permanently affixed thereto; and distribution of handbills, circulars, or other printed matter, other than provided in this proviso, is hereby PROHIBITED.

ADVERTISING PLACARDS.

Every person, firm, or corporation, in, on or, who rents premises, building, or place of business, placards are used for advertising purposes, and who makes a charge therefor, shall pay a license tax of, per annum - - -

[illegible] Asheville owning or operating a [illegible] delivery of each year, purchase from [illegible] and [illegible] shall be kept of same. This tag or sticker is to be prominently [illegible] to be the seller ($1.00). Upon sale [illegible] shall be issued [illegible]

[illegible] engaged in the business of manufacturing, selling, or [illegible] license tax of:

[illegible] - - -

commenced, then and in such event each table or tables so kept, maintained and operated, shall pay a license tax at the rate of the next larger size table above classified.

[illegible] TICKS.

Including [illegible] parlor, each, per annum - - -

PRESS CLUBS, ADVERTISING AGENCIES.

See "Advertising, Agency", Sub-section (c).

PRICE PROJECTS.

See "Trade Stamps".

PRINTING, ETCHING.

Every person, firm or corporation, engaged in the business of buying and/or selling on commission or otherwise, prints, pamphlets or other publications, either for actual, sight, or instant delivery, shall pay a license tax of, per annum - - -

[illegible] a year - - -

Less than $2,000 annually - - -

"D"

DANCES.

Every person, firm or corporation, operating a dance hall where admission is charged, or where a charge is made, in the City of Asheville, shall pay a license tax of, per annum - - -

Provided, that this section shall not apply to any resident person for taking labourers to some place ... for the purpose of working them for his own employment.

(b) Every person, firm or corporation engaged in the business of operating any agency for employing ..., boarding, lodging, or hiring labourers, or persons for any employment whatsoever, and ... shall pay a license tax of, per annum - - -

POULTRY AND LIVE STOCK.

Each, per annum - - -

[illegible] ... [illegible] ... [illegible] ... [

"J"

JEWELRY, ICE.

Every person, firm or corporation engaged in the business of manufacturing or distributing ice, shall pay a license tax of one-eighth (1/8) of a cent for each gallon manufactured, sold, used or distributed by the manufacturer or such person to any approved on the last day of each month, covering all such gross sales during the six months period, and each seller, shall be paid within ten days after the time of making said reports. The term "ice cream" shall apply to ice cream, frozen custards, sherbets, ices and similar products.

Every peddler, shall pay a license tax of, per annum - - -

[illegible].

[illegible].

[illegible].

[illegible].

[illegible], per annum, except where solely for charitable, religious, or [illegible] - - -

Provided, however, that the Director of Finance may require at any time an affidavit from the person, firm or corporation applying for license, and if during any week of the tax year a meat market operator sells more meat than is allowed in the class in which he is paying license he shall be required to pay the difference between that and the class in which it belongs.

Provided, that no license tax shall be paid for each meat market operated within the corporate limits of the City of Asheville.

Every person, firm or corporation selling cured and/or spiced meats only (salt pork not included) shall pay a license tax of, per annum - $10.00

Provided, however, that the foregoing paying license for handling fresh meats shall not be liable for the sale of cured or spiced meats.

(b) Every person, firm or corporation engaged in the wholesale distribution or sale of fresh meat - - - - - - - - - - - - - - - - - - -

...

...any newspaper contest, shall pay a license tax as follows:

...weekly, semi-weekly, or daily newspapers, magazines or periodicals - - - - - - - - - - $25.00
... - - - - - - - - - -

PERFUME, COLOGNE, TOILET WATER, ETC.

Every person, firm or corporation selling perfume, cologne, toilet water, lotion, salts, extracts, sachets, toilet powders, and similar articles, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - $25.00

PROVIDED, however, that if such person, firm or corporation has a gross annual sales of less than $100.00 annually, the tax shall be - - - - - 10.00

PERFUME, SALE OF.

See "Cosmetics".

PERMANENT WAVING.

See "Beauty Parlors".

PERSONAL PROPERTY BROKERS.

See "Brokers".

PERSONAL PROPERTY, SALE OF.

See "Auctioneers".

PERSONAL SERVICE.

Every person, firm or corporation engaged in the business of rendering personal service to the public, such as that rendered by barbers, beauty parlors, chiropodists, chiropractors, dyeing establishments, hairdressers, manicurists, masseurs, tailors, shoe shining parlors, and all other persons rendering personal service to the public, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - -

[illegible] press, with [illegible] plant tie or rod, or [illegible] - - -

(b) [illegible] each [illegible] company, shall pay a [illegible] office.

[illegible] provided in sub-section (a) a proof [illegible] will and testament, the [illegible] shall be - - -

[illegible].

[illegible] "[illegible]", etc.

[illegible].

[illegible] "[illegible]".

[illegible].

[illegible] "[illegible]".

[illegible].

[illegible] yarding or maintaining a yard or lot where live stock is [illegible], shall pay a [illegible] yard or pen, a license tax of, per annum - - - $50.00

[illegible] firm or corporation conducting a live stock exchange or market, or [illegible] live stock at auction or otherwise and/or receive [illegible] live stock, shall pay a [illegible] yard or pen, a license tax of, per annum - - - - - - - - - - $50.00

[illegible] that the provisions of this tax shall not be collected from packing houses, [illegible] who have paid the prescribed tax on packing houses.

[illegible].

See "Auctions, Auctioneers and Sales".

[illegible].

[illegible] storage in cold storage portion, other than cold storage, a license tax shall be [illegible] - $50.00

[illegible], [illegible], [illegible], CLEANING AND DYEING.

See "Contractors".

[illegible].

[illegible], firm or corporation selling or offering for sale stoves, ranges, gas or [illegible], which are to be connected with the water system of the City of Asheville, shall pay a license tax of, per annum - $5.00

[illegible] firm or corporation to install ranges, stoves, gas or [illegible] which are to be connected with the water system of the City of Asheville, unless [illegible] a license to [illegible] under the provisions of the plumbing ordinance.

[illegible].

[illegible], $5.00 and $10.00".

[illegible].

[illegible] or [illegible] typewriter machines, shall pay a license tax of, per annum - - 25.00

[illegible].

[illegible].

[illegible], [illegible] OF MINER'S COMPANIES.

[illegible] "[illegible]".

[illegible].

"Every person, firm or corporation manufacturing table syrup, shall pay a license tax of, per annum:

[illegible] employing not [illegible] - $10.00
[illegible] employing two persons - 15.00
[illegible] employing more than two persons - 20.00

"T"

TAILORS, TAILORING.

See "Merchants, Tailors".

TAKING PHOTOGRAPHS.

See "Drawings, Pictures and Photographs".

TANNERIES.

Each, per annum - $150.00

TAXICABS.

"Every person, firm, or corporation, before operating any taxicab or taxicabs within the corporate

[illegible] of the City of Asheville or within a distance of 5 miles thereof, shall pay [illegible] license for the privilege of operating each taxicab in the business, [illegible] - - - - - - - - - - - - - - - - - - -

"B"

"[illegible]"

Section 16

Section 17

Carl to copy of resolution will be found in Resolution Book [illegible] page 330.

STATE OF [illegible]

[illegible]

CITY OF [illegible]

To all persons to whom these presents shall come, Greeting:

Whereas, at the regular meeting of the City Council of the City of [illegible] held on the 6th day of May, 1940, a petition was presented to said Council praying for the vacation of [illegible] and

Whereas, said petition was duly referred to the City Attorney of said City, who has reported to said Council that in his opinion the prayer of said petition should be granted; and

Whereas, said Council has duly considered said petition and said report and finds that the prayer of said petition should be granted;

Now, Therefore, I, [illegible], Mayor of the City of [illegible], by virtue of the power and authority vested in me by the Charter of said City, do hereby declare and proclaim that the following described property, to-wit: [illegible] be and the same is hereby vacated.

In Witness Whereof, I have hereunto set my hand and caused the seal of said City to be affixed this 23rd day of May, 1940.

[illegible]
Mayor

Attest:

[illegible]
City Clerk

(SEAL)

Approved as to form:

[illegible]
City Attorney

Carl to copy of resolution will be found in Resolution Book [illegible] page 331.

[illegible]

Carl to copy of resolution will be found in Resolution Book [illegible] page 332.

page 335.

Charles C. Ford and Hester Potter were upon

page 336.

adjourned.

Margaret Simmons
CITY CLERK.

Thursday, June 20, 1946 -- 4:30 P. M.

Thursday, June 20, 1946 at 4:30 P. M. with Mayor L.
Mulvaney, C. E. Starnes, E. W. Eller,
Philip C. Cocke, Jr., and Mayor L. Lyons

approved.

Christopher was upon motion of Council
adopted.

Book #2 page 337.

deed to Pigeon C. Ford was upon motion
adopted.

page 338.

adjourned.

Margaret Simmons
CITY CLERK.

Thursday, June 27, 1946 -- 4:30 P. M.

Thursday, June 27, 1946 at 4:30 P. M. with Mayor
Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

approved.

South Carolina and North Carolina,
page 339.

approving sale and authorizing Mayor to execute quit-claim deed to
Eller, unanimously adopted.

page 340.

execute right-of-way to Carolina Power & Light Company was
Eller, unanimously adopted.

page 341.

Margaret Simmons

Thursday, July 11, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, July 11, 1946, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen H. M. Felder, Frank M. Mulvaney, C. Fred Brown, O. E. Starnes, E. W. Eller, Holmes Bryson, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

QUIT-CLAIM DEED - E. D. PERKINS

Resolution authorizing Mayor to execute quit-claim deed to E. D. Perkins was upon motion of Councilman Mulvaney, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 344.

CITY PROPERTY TO BE SOLD AT PUBLIC AUCTION

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Felder, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 345.

LEASE - UNITED STATES GOVERNMENT SPACE IN CITY BUILDING

Resolution authorizing the Mayor to execute lease to United States of America was upon motion of Councilman Starnes, seconded by Councilman Bryson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 346.

CR Form 206 No.

LEASE
BETWEEN
CITY OF ASHEVILLE, NORTH CAROLINA, a municipal corporation organized and existing under and by virtue of the laws of the State of N. C.
and
THE UNITED STATES OF AMERICA

NEGOTIATED LEASE
_____
(Contracting Officer)

1. THIS LEASE, made and entered into this 12th day of July, in the year one thousand nine hundred and forty-six by and between CITY OF ASHEVILLE, NORTH CAROLINA, a municipal corporation organized and existing under and by virtue of the laws of the State of N. C., whose address is Asheville, North Carolina and whose interest in the property hereinafter described is that of fee simple owner for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

A part of Room 701 and all of Room 707 containing approximately 2100 square feet of floor space in the Building known as the City Building, Asheville, North Carolina.

to be used for the following purpose: Requirements of the U. S. Government

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning August 1, 1946 through June 30, 1947, provided that, unless and until the Government shall give notice of

termination in accordance with provision 12 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond June 30, 1949.

4. The Government shall pay the Lessor rent at the following rate:

One Hundred Seventy-Five ($175.00) Dollars per month

Payment shall be made at the end of each calendar month by the Finance Officer, United States Army, Atlanta, Ga.

5. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to desirable tenants.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

Heat, light, water, janitor service and elevator service.

7. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which fixtures, additions, or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The Government shall surrender possession of the premises upon the expiration or termination of this lease and, if required by the Lessor, shall, within thirty (30) days thereafter, or within such additional time as may be mutually agreed upon, return the premises in as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted; provided that, if the Lessor requires the return of the premises in such condition, the Lessor shall give written notice thereof to the Government at least twenty (20) days before the expiration or termination of the lease, said notice to specify the exceptions of the Lessor to the then existing condition.

8. The Lessor warrants the mechanical equipment, if any, and the utilities to be in good serviceable and operating condition.

9. The Lessor shall maintain the said premises and property in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises and property, the Lessor may, at reasonable times approved by the officer in charge, enter and inspect the premises and property, and make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

11. As of the commencement date of this lease, a joint inventory and condition report of all personal property of the Lessor included in this lease, and also a joint physical survey and inspection report of the demised premises shall be made, said reports to reflect the then present condition, and to be signed on behalf of the parties hereto.

12. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

13. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Asheville, North Carolina, and if given by the Lessor shall be addressed to Division Engineer, South Atlantic Division, P. O. Box 4114, Atlanta, Georgia.

14. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

15. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

16. The lessor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, provided, however, that the lessor shall be the sole judge of the qualifications of any worker for any particular job.

CHANGES BEFORE EXECUTION: In paragraph 1 the words "heirs, executors, administrators" deleted. Paragraph 16 added.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

CITY OF ASHEVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of N. C.

By: _____

_____

THE UNITED STATES OF AMERICA

By _____
(Contracting Officer)

In the presence of:

_____

_____

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, Margaret Simmons, certify that I am the City Clerk of the municipal corporation named as Lessor in the attached lease; that L. Lyons Lee, who signed said lease on behalf of the Lessor, was then Mayor of said municipal corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____(Corporate)
(Seal)

Resolution authorizing City Manager to execute lease with General Outdoor Advertising Company was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 347.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE,
CITY OF ASHEVILLE.

L E A S E

THIS AGREEMENT, executed in duplicate, entered into this the 12 day of July, 1946 by and between the CITY OF ASHEVILLE, party of the first part, and the GENERAL OUTDOOR ADVERTISING COMPANY, party of the second part.

The party of the first part hereby authorizes the party of the second part to maintain sign boards with panels of standard size upon the lots hereinafter indicated, and with the number of panels hereinafter indicated, for the year beginning April 1, 1946 and ending March 31, 1947, said lots and panels being as follows:

WARD	SHEET	LOTS	STREET	NUMBER PANELS
4	3	171½ & 172	Clingman Avenue	1
4	6	34	Southside	1
4	8	179, 179½, 179¾, 180, 180¼, 180½, 181	Southside & Choctaw	3

The rental paid by the party of the second part to the party of the first part, receipt of which is hereby acknowledged, is Fifteen ($15.00) Dollars per panel for said period of time.

This lease is made upon the following conditions, however:

1. That in case the City for any reason desires that any sign be removed, the City of Asheville reserves the right, upon seven (7) days written notice, to cause the party of the second part to remove said sign boards; and, if not removed by the party of the second part within three days after receipt of such notice, or within five days after having been mailed by the City, then the City of Asheville reserves the right to move such sign board; and in case such sign board is removed, the City of Asheville shall pay to the party of the second part the pro rata amount of the lease or rental upon such sign board for the unused portion of the lease year.

2. The party of the first part reserves the right to demand at all times that the sign boards comply with all rules and regulations as to safety, appearance, and matter to be advertised thereon.

3. That the party of the second part shall pay all taxes, privilege and licenses fees, required by law or ordinance.

IN WITNESS WHEREOF, the CITY OF ASHEVILLE, party of the first part, has caused these presents to be signed in its name by the City Manager, duly authorized by resolution of the governing body of the City of Asheville, and the GENERAL OUTDOOR ADVERTISING COMPANY has caused these presents to be signed by its Manager, by authority duly given, all as of the date and year above mentioned.

CITY OF ASHEVILLE

By_____
City Manager

Attest:

_____
City Clerk

GENERAL OUTDOOR ADVERTISING COMPANY

By_____
Manager

APPROVED AS TO FORM:

_____
CORPORATION COUNSEL

ORDINANCE #306 - FIRST READING

Ordinance #306 "AN ORDINANCE AMENDING SECTION 535, ARTICLE 10, OF THE CODE OF THE CITY OF ASHEVILLE RELATING TO RAILWAY CROSSINGS; AND BEING FOR THE IMMEDIATE PRESERVATION OF THE PUBLIC PEACE AND SAFETY OF THE CITIZENS OF THE CITY OF ASHEVILLE IS DECLARED TO BE AN EMERGENCY ORDINANCE." was upon motion of Councilman Bryson, seconded by Councilman Eller, unanimously passed on its first reading.

ORDINANCE #306 - SECOND READING

Upon motion of Councilman Bryson, seconded by Councilman Eller, Ordinance #306 "AN ORDINANCE AMEND-

ING SECTION 535, ARTICLE 10, OF THE CODE OF THE CITY OF ASHEVILLE RELATING TO RAILWAY CROSSINGS; AND BEING FOR THE IMMEDIATE PRESERVATION OF THE PUBLIC PEACE AND SAFETY OF THE CITIZENS OF THE CITY OF ASHEVILLE IS DECLARED TO BE AN EMERGENCY ORDINANCE" was passed on its second reading with all members of the Council present voting "Aye" as follows:

Councilman Bryson voted "aye"
Councilman Felder voted "aye"
Councilman Starnes voted "aye"
Councilman Brown voted "aye"
Councilman Eller voted "aye"
Councilman Mulvaney voted "aye"
Mayor Lee voted "aye"

Upon motion of Councilman Bryson, seconded by Councilman Brown, Ordinance #306 "AN ORDINANCE AMENDING SECTION 535, ARTICLE 10, OF THE CODE OF THE CITY OF ASHEVILLE RELATING TO RAILWAY CROSSINGS; AND BEING FOR THE IMMEDIATE PRESERVATION OF THE PUBLIC PEACE AND SAFETY OF THE CITIZENS OF THE CITY OF ASHEVILLE IS DECLARED TO BE AN EMERGENCY ORDINANCE, after having been read in full, was passed on its third and final reading with all members of the Council present voting "aye" as follows:

Councilman Bryson voted "aye"
Councilman Felder voted "aye"
Councilman Starnes Voted "aye"
Councilman Brown voted "aye"
Councilman Eller voted "aye"
Councilman Mulvaney voted "aye"
Mayor Lee voted "aye"

ORDINANCE 306

AN ORDINANCE AMENDING SECTION 535, ARTICLE 10, OF THE CODE OF THE CODE OF THE CITY OF ASHEVILLE RELATING TO RAILWAY CROSSINGS: AND BEING FOR THE IMMEDIATE PRESERVATION OF THE PUBLIC PEACE AND SAFETY OF THE CITIZENS OF THE CITY OF ASHEVILLE IS DECLARED TO BE AN EMERGENCY ORDINANDE.

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1. That Section 535, Article 10, of the Code of the City of Asheville be, and the same is hereby amended as follows:

In line 7 thereof, after the word "train", insert the following: "(with the exception of the crossing at Biltmore, where there are now installed arm-gates, and at the crossing known as the Haywood Street crossing, at which two crossings the Southern Railway Company is permitted to install and operate what is known as a flash light system)".

Section 2. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 3. That this ordinance being for the immediate preservation of the public peace and safety of the citizens of the City of Asheville is hereby declared an emergency ordinance to take effect fifteen days after its passage.

I move the adoption of the foregoing ordinance, this 11 day of July, 1946.

Holmes Bryson
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 11 day of July, 1946.

L. Lyons Lee
MAYOR

APPROVED AS TO FORM:

Philip C. Cocke, Jr.
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

There being no further business the meeting was, upon motion, adjourned.

MAYOR

CITY CLERK

Thursday, July 18, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, July 18, 1946, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen C. Fred Brown, H. M. Felder, E. W. Eller, Frank M. Mulvaney, O. E. Starnes, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute quit-claim deed to H. W. Teague and wife, Bernie E. Teague was upon motion of Councilman Felder, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 348

Resolution authorizing Mayor to execute deed to C. T. Gasperson and Clyde T. Gasperson, Jr. was upon motion of Councilman Eller, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 349.

Resolution authorizing Mayor to execute agreement jointly with City of Hendersonville and County of Henderson with the United States of America for Interim Permit accepting Asheville-Hendersonville Airport to be used and maintained for the public welfare was upon motion of Councilman Brown, seconded by Councilman Starnes, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 350.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, July 25, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, July 25, 1946, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen H. M. Felder, O. E. Starnes, Holmes Bryson, E. W. Eller, Frank M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing the City Manager to use as a temporary budget for the month of July, 1946 the sum of $75,000.00 was upon motion of Councilman Bryson, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 351.

Mr. Charles A. Webb, president of the Asheville Colored Hospital, appeared before the City Council to make a plea for more support for this institution.

After discussion a motion was made by Councilman Bryson, seconded by Councilman Eller, that the amount paid the hospital for cases sent there by the city be changed from $200.00 per month as a flat payment to $4.00 per day per patient, plus pay for dispensary treatment. This motion was unanimously adopted.

Mr. R. R. Williams, Jr., spokesman for a group from the Kiffin Rockwell post of the American Legion, presented to the Council the proposal that the Legion take over, improve and operate the Municipal Golf course and country club.

No action was taken on this proposal, but the Mayor announced that at the meeting of the Council on next Thursday it would be glad to hear the views of the general public on this question.

Mr. James Smathers, spokesman for a delegation from the American Legion, presented a resolution lending support to the members of the Police and Fire Departments in their request for a substential increase in pay and improved working conditions.

ASHEVILLE,
NORTH CAROLINA.

July 24, 1946.

TO THE HONORABLE MAYOR L. LYONS LEE AND MEMBERS OF THE CITY COUNCIL:

WHEREAS, at a regular meeting of the Executive Committee of Kiffin Rockwell Post Number 11 of the American Legion, which said Post is comprised of Twenty-two Hundred (2200) World War Veterans of Buncombe County, on July 22, 1946, it was made to appear that the question of the salaries and working conditions of the members of the Police and Fire Departments of the City of Asheville had been brought to the attention of the City Council and that action by said City Council on said conditions and salaries had been requested, and upon motion, it became the will of said Executive Committee that a committee be appointed to study the above matters and to prepare suitable resolutions for submission to the City Council; that said committee was duly appointed, has investigated said conditions and finds the following facts:

1.

That the salaries of the sixty-seven members of the Police Department are as follows:

NO. MEN	RANK	SALARY
1	Chief of Police	$275.00 per month
4	Capt. of Police	182.00 per month
1	Capt. of Detectives	216.00 per month
1	Lt. of Police	177.50 per month
3	Sgt. of Police	172.00 per month
11	Detectives	172.00 per month
3	Motorcycle	166.50 per month
34	Senior Patrolmen	161.00 per month
5	Junior Patrolmen	153.72 per month
4	Junior Patrolmen	146.20 per month

And that the salaries of the sixty-seven members of the Fire Department are as follows:

NO. MEN	RANK	SALARY	HOURS WORKED
1	Chief	$ 275.00 per mo.	Subject to call 24 hours.
1	1st Ass't. Chief	215.00 " "	12 hrs. out of every 24, subject to call at any time
1	2nd Ass't. Chief	198.90 " "	12 hrs. out of every 24, subject to call at any time.
1	Supt. Fire Alarm	182.80 " "	7 A. M. - 5 P. M. Daily
9	Captains	182.80 " "	12 hrs. out of 24
10	Lieutenants	172.00 " "	12 hrs. out of 24
26	Firemen (1st Grade)	161.30 " "	" " " " "
5	Firemen (2nd Grade)	153.70 " "	" " " " "
8	Firemen (3rd Grade)	146.20 " "	" " " " "
3	Dispatchers (Radio)	166.30 " "	) 7 A. M. - 3 P. M.
		3 shifts	) 3 P. M. - 11 P. M.
			) 11 P. M. - 7 A. M.

It further appearing that the members of said Fire and Police Departments have had one seven and one-half (7½%) per cent raise and one Ten Dollar ($10.00) per month raise since 1938.

It further appearing that the cost of living has increased far in excess proportionately than said salary increases.

2.

It further appearing as a fact that all members of the Police and Fire Departments were requested to contribute money, and that certain members were requested to contribute of their time and effort in the recent Democratic Primary; it further appearing that activity of this type is not in keeping with modern standards of the members of Police and Fire Departments throughout the nation.

3.

It further appearing that each member of the Fire Department works 360 hours each month, not including extra duty; that members of the Police Department work approximately 242 hours per month each, not including extra duty; and it further appearing that a ten day vacation per year is granted each member of the Fire and Police Departments during the winter months only.

4.

It further appearing as a fact that no uniform system is in effect for the granting of sick leave.

IT IS CONSIDERED that the individual members of the Fire and Police Departments have rendered the highest type of unselfish service to this community under existing conditions, and that said individual members cannot maintain the respectable level of living required of them on the scale of wages set forth above under the conditions now existing.

IT IS FURTHER CONSIDERED that the best interests of the individual members and the efficiency of the Departments would be greatly enhanced if the individual members thereof were granted more time off at regular intervals and a systematic method of granting sick leave.

Now, therefore, BE IT RESOLVED by this committee that the City Council, City Manager and those in authority be and they are hereby requested to:

1.

Take immediate action to increase the salary of each individual in the Police and Fire Departments thirty (30%) per cent over the base pay now in effect for each grade in the respective departments.

2.

Take immediate action to insure that the individual members of the Fire and Police Departments be freed and divorced from any political obligation of any kind whatsoever.

3.

That the basic work week be reduced to six days a week of eight hours per day in the Police Department and to six days per week of twelve hours each for the Fire Department; that each

member of the Fire and Police Departments during the first two years of service be given and granted ten days per annum with full pay as annual leave; and that after two years service each individual member of the Fire and Police Departments be given and granted fifteen days annual leave with pay; this schedule to be and remain in effect until such individual member has completed ten years of continuous service, and that upon completion of ten years' service the annual leave be increased one day per year for each year's service in addition to the ten years' service already completed, not to exceed twenty-five days in any one year, regardless of length of service; that preference of the vacation period be granted in accordance with the seniority of the individual members, at any time during the calendar year.

4.

That a uniform system for granting sick leave be established and adhered to.

5.

That a copy of this resolution be presented to the City Council by the duly elected Chairman of this committee at its next regular meeting on Thursday, July 25, 1946, at four o'clock P. M.

AMERICAN LEGION COMMITTEE ON
POLICE AND FIRE DEPARTMENTS.

By James C. Smathers
James C. Smathers, Chairman.

This resolution was endorsed by Mr. J. C. Ballard, representing the Asheville Central Labor Union, and Mr. Clayton, Mr. Warren and several members of the Union made short talks in support of said resolution.

The Mayor stated that the City Council was in sympathy with the request of the Police and Fire Departments, and would do everything it could in this matter.

There being no further business the meeting was, on motion, adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 1, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, August 1, 1946, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen O. E. Starnes, H. M. Pelder, E. W. Eller, Holmes Bryson, C. Fred Brown, Frank M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

[redacted]

Mr. J. C. Ballard, representing the Asheville Central Labor Union, appeared before the Council and stated that the Union did not feel that the recent 15% pay increase granted the Police and Fire Departments was sufficient, and requested that the Council delay action on the adoption of the budget.

Mayor Lee stated that the Council has agreed to defer action on the budget until next Thursday.

[redacted]

Mr. I. C. Crawford, stating that he was speaking for a group, appeared before the Council to oppose the American Legion proposal to take over the Municipal Golf Course. Others who opposed the move included Mr. Bruce Croswell, Mr. Campbell Posey, Mr. Crayton, Mr. J. C. Pritchard and others.

Speaking for the proposal were Mr. R. R. Williams, Jr., Mr. Harold Bennett, Mr. Joe Englert, Mr. Edwin Burge, Mr. Clayton, Mr. Ladd, Mr. Williams, and others. Questions were asked Mr. Williams as to the policy of the American Legion in the operation of the golf course.

RECESS

At this point a motion was made by Councilman Bryson, seconded by Councilman Starnes, that the meeting recess for a few minutes. This motion was duly carried.

Pursuant to recess, and with all members of the Council present, the Mayor stated that the Council is willing to enter into negotiations with the American Legion for leasing the Municipal Golf Course provided details can be worked out suitable to both parties interested.

There being no further business, the meeting was on motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 8, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, August 8, 1946, at 4:30 P. M. with Mayor I. Lyons Lee presiding. Present: Councilmen Holmes Bryson, Frank M. Mulvaney, O. E. Starnes, E. W. Felder, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor I. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute deed to Thomas M. Persons and wife, Blanche Hutchins Persons was upon motion of Councilman Mulvaney, seconded by Councilman Starnes, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 352

Resolution adopting the budget for the City of Asheville for the fiscal year beginning July 1, 1946 and ending June 30, 1947 was upon motion of Councilmen Felder, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 353

Ordinance #307, being AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES, was upon motion of Councilman Starnes, seconded by Councilman Eller, and after having been read in full, unanimously passed on its first reading with all members present voting as follows:

Councilman Bryson voted "aye" — Councilman Eller voted "aye"
Councilman Starnes voted "aye" — Councilman Mulvaney voted "aye"
Councilman Brown voted "aye" — Councilman Felder voted "aye"
Mayor Lee voted "aye"

Mr. William Styles, attorney, presented a petition signed by residents of the West End Section of the city requesting that some action be taken to abate an alleged nuisance caused by the operation of a plant on West Haywood Street by the Consolidated Hide and Metals Company.

This matter was referred to the City Manager and Corporation Counsel.

Miss Fannie B. McCoy appeared before the Council and requested that the Terminal Lunch on Wall Street, The Wise Shop, the P & P Bar, be closed, asserting that they are operated in a manner to constitute a nuisance.

This matter was referred to the City Manager.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

MAYOR

Thursday, August 15, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, August 15, 1946, at 4:30 P. M. with Mayor I. Lyons Lee presiding. Present: Councilmen E. W. Eller, Holmes Bryson, F. M. Mulvaney, O. E. Starnes, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor I. Lyons Lee.

The minutes of the previous meeting were read and approved.

Because of a typographical error in Ordinance #307 it was replaced by Ordinance #326.

Mr. C. E. Baumberger appeared before the Council to protest against a change in the water rates, which he termed a "communistic form of taxation", and to urge that the money be raised by an increase in the ad valorem tax rate. He recommended that this amount be added to the operating costs and deducted from the debt service levy.

Mayor Lee expressed the thanks of the Council for Mr. Baumberger's views, and explained that this matter had been gone into and it had been decided that the water rate change was the simplest and most practicable way to meet the situation at present.

Ordinance #326, being AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES, was upon motion

[illegible], seconded by Councilman Eller, and after having been read in full, unanimously passed [illegible] with all members present voting as follows:

[illegible] voted "aye" — Councilman Eller voted "aye"
[illegible] voted "aye" — Councilman Mulvaney voted "aye"
[illegible] voted "aye" — Mayor Lee voted "aye"

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, August 22, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, August 22, 1946, at 4:30 P. M. with Mayor I. Lyons Lee presiding. Present: Councilmen E. W. Mulvaney, F. M. Eller, C. F. Starnes, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor I. Lyons Lee.

The minutes of the previous meeting were read and approved.

The motion of Councilman Starnes, seconded by Councilman Eller, that the [illegible] "AN ORDINANCE [illegible]" was passed on its second reading with all members of the Council present voting "aye" as follows:

[illegible] voted "aye" — Councilman Felder voted "aye"
[illegible] voted "aye" — Councilman Mulvaney voted "aye"
Mayor Lee voted "aye"

Resolution authorizing the Mayor to execute deed to F. T. Owen and wife, Annie I. Owen, upon motion of Councilman Felder, seconded by Councilman Starnes, was unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 354.

Resolution authorizing the Mayor to execute quit-claim deed to Asheville Printing Co., Inc., upon motion of Councilman Felder, seconded by Councilman Eller, was unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 355.

Resolution authorizing City Manager to advertise for bids for lease of municipal golf course was upon motion of Councilman Eller, seconded by Councilman Mulvaney, was unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 356.

Petitions were presented by the members of the Police and Fire Departments recommending that C. Charles A. Faber be appointed to serve as their representative on the Civil Service Board to fill the unexpired term of Mr. A. G. Barnett, who recently resigned.

Upon motion of Councilman Eller, seconded by Councilman Starnes, Mr. Charles A. Faber was appointed to fill the unexpired term of Mr. A. G. Barnett as a member of the Civil Service Board. This motion was unanimously carried.

Mr. Ivan C. Bliss, spokesman for a committee from the Airport Board, appeared before the Council to request an advance of $5,000 to be used in the construction of an administration building on the west side of the field.

Mayor Lee stated that the Council would take the request under consideration and give the committee early answer.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, August 8, 1946 -- 4:30 P. M.

[illegible] Thursday, August 8, 1946, at 4:30 P. M. with [illegible] Brown, H. M. Felder, O. E. Starnes, [illegible] Counsel Philip C. Cocke, Jr., and [illegible]

[illegible] approved.

[illegible] to execute quit-claim deed to the County of [illegible] Eller, unanimously adopted.

[illegible] found in Resolution Book #2 page 357.

[illegible] lease to United States of America was [illegible] adopted.

[illegible] will be found in Resolution Book #2 page 358.

[illegible] Starnes, seconded by Councilman Eller, Ordinance #38 "An Ordinance [illegible]," having been read in full, was passed on its third and final reading, the vote "aye" as follows:

Councilman Starnes voted "aye"
Councilman Eller voted "aye"
Councilman Mulvaney voted "aye"
Mayor Lee voted "aye"

[illegible]

[illegible]

[illegible] CITY OF ASHEVILLE:

[illegible] August, 1946 the water rates and charges [illegible]

[illegible]	[illegible]	[illegible]
[illegible]	[illegible] per mo	.44 per 1000 gals
"	" " "	.32 " " "
"	" " "	.22 " " "

[illegible] connected with the municipal water [illegible]

[illegible]	[illegible] per mo	2"	$2.25 per mo
"	12½ per mo	3"	3.00 " "
[illegible]	[illegible]	6"	4.50 per mo
[illegible]	[illegible]	8"	[illegible]
[illegible]	25¢ per mo	12" Orent Meter	.20 per [illegible]

[illegible] ordinances in conflict herewith is [illegible]

[illegible] August, 1946.

C. E. Starnes
COUNCILMAN

ATTEST: P. M. Eller
COUNCILMAN

[illegible] August, 1946, to become effective 16 Aug. 1

L. Lyons Lee
MAYOR

Margaret Simmons
CITY CLERK

[illegible]:

[illegible]
CITY ATTORNEY

There [illegible] meeting of the City, upon motion, adjourned.

[illegible]
MAYOR

Margaret Simmons
CITY CLERK

[illegible] Margaret Simmons

[illegible] Margaret Simmons

Thursday, September 19, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, September 19, 1946, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen Holmes Bryson, H. M. Felder, O. E. Starnes, E. W. Eller, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel Philip C. Cocke, Jr., and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

[illegible]

Resolution authorizing the Mayor to execute quit-claim deed to D. M. Nicholson, C. Y. Elkins, H. L. Chatham, W. H. Elkins, H. N. McFalls, J. B. Mason, J. M. Liverett, J. O. McMahan, Trustees of the Elkins Gospel Mission, was upon motion of Councilman Starnes, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 359.

[illegible], JR.,

Mayor Lee with deep regret presented the resignation of Mr. Philip C. Cocke, Jr., as Corporation Counsel for the City of Asheville.

Upon motion of Councilman Eller, seconded by Councilman Felder, this resignation was unanimously accepted by the Council.

Mayor Lee then announced that nominations were in order for a successor to this office, and Mr. Holmes Bryson moved that Mr. Robert W. Wells be appointed as Corporation Counsel. This motion was seconded by Councilman Starnes, and unanimously passed by the Council.

[illegible]

Mr. Kenneth Lee, attorney, presented claims for P. M. Field, Louise Field; Opal S. Beck; Banks D. White, Mary B. White; Mrs. Olive T. Gipner; Joseph R. Durham, Beulah M. Durham; F. L. Milton, Mrs. F. L. Milton; B. B. Wilson, Mrs. B. B. Wilson; for damages arising from alleged negligence on the part of the city in connection of a stream in the Coleman Avenue vicinity. This matter was referred to the City Manager and Corporation Counsel for investigation and report.

CITY OF ASHEVILLE
COUNTY OF BUNCOMBE
STATE OF NORTH CAROLINA

NOTICE OF CLAIM AND DEMAND

TO: THE HONORABLE MAYOR, AND THE CITY COUNCIL, OF THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION.

TAKE NOTICE, THAT THE UNDERSIGNED HEREBY CLAIM FOR DAMAGES AGAINST THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION, AND DEMANDS THAT SAME BE PAID, AND TO THAT END RESPECTIVELY SHOWS:

1. That the undersigned are the owners of that certain property within the corporate limits of the City of Asheville, on Coleman Avenue, which said property is known and designated on the Tax Maps of said City, County, and State, as Lot 50½, Sheet 10, Ward 2.

2. That on or about the 27th day of July, 1946, and prior thereto, the property belonging to the undersigned was greatly damaged, in that a certain stream or streams which flow thru or across said property, flooded said property, including the yard and the basement, causing a deposit of mud or silt to be left on the said yard and in the said basement. That in addition thereto, the said stream was so swollen as to become a torrent, which washed away a portion of the said lot, together with walls, fences, trees, shrubbery and other valuable portions of said real estate.

3. That the damage hereinbefore complained of was caused by the careless, reckless, and negligent conduct of the said City of Asheville and its duly authorized agents, servants, and employees, in that:

   a. The said City of Asheville has diverted great quantities of surface water from the natural drainage for such water, into said stream or streams, causing same to become swollen and to overflow, resulting in the damage complained of.

   b. That said City of Asheville has negligently failed to provide adequate drains and storm sewers, and has carelessly, recklessly and negligently constructed such drains and storm sewers as are provided.

4. That the said stream or streams are filled with great quantities of refuse, garbage, and filth, which the said City of Asheville carelessly, recklessly, and negligently allows to be deposited there; and a part of which is deposited there in a careless, reckless, and negligent manner by the agents, servants, and employees of the said City of Asheville, by and with its knowledge, consent, and approval. That such a condition is a nuisance, and the noxious matter a threat to health, large bodies of same being washed on to the property belonging to the undersigned, and there allowed to decay, creating bad odors, endangering health, and depreciating the reasonable value of the said real estate; and that said nuisance should and ought to be abated.

5. That by reason of the matters and things hereinbefore set forth, the undersigned have been damaged in at least the sum of two thousand five hundred --- and ---no/100 dollars ($2,500), which amount is hereby claimed and demanded to be forthwith paid, and the nuisance described immediately abated.

This 30 day of August, 1946.

P. M. Field

Louise Field

The foregoing Notice of Claim and Demand filed and the receipt of a copy acknowledged this day of August, 1946.

FOR THE CITY OF ASHEVILLE

CITY OF ASHEVILLE
COUNTY OF BUNCOMBE
STATE OF NORTH CAROLINA

NOTICE OF CLAIM AND DEMAND

TO: THE HONORABLE MAYOR, AND THE CITY COUNCIL, OF THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION.

TAKE NOTICE, THAT THE UNDERSIGNED HEREBY FILE CLAIM FOR DAMAGES AGAINST THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION, AND DEMANDS THAT SAME BE PAID, AND TO THAT END RESPECTFULLY SHOWS:

1. That the undersigned is the owner of that certain property within the Corporate limits of the City of Asheville, on Colemen Avenue, which said property is known and designated on the Tax Maps of said City, County and State, as Lot 48, Sheet 10, Ward 2.

2. That on or about the 27th day of July 1946, and prior thereto, the property belonging to the undersigned was greatly damaged, in that a certain stream or streams, which flow thru or across said property, flooded said property; and the said stream was so swollen as to become a torrent, which washed away a portion of the said lot, together with walls, fences, trees, shrubbery and other valuable portions of said real estate.

3. That the damage hereinbefore complained of was caused by the careless, reckless, and negligent conduct of the said City of Asheville, and its duly authorized agents, servants, and employees, in that:

   a. The said City of Asheville has diverted great quantities of surface water from the natural drainage for such water, into said stream or streams, causing same to become swollen and to overflow, resulting in the damage complained of:

   b. That said City of Asheville has negligently failed to provide adequate drains and storm sewers, and has carelessly, recklessly, and negligently constructed such drains and storm sewers as are provided.

4. That by reason of the matters and things hereinbefore set forth, the undersigned have been damaged in at least the sum of one thousand five hundred dollars ($1,500), which amount is hereby claimed and demanded to be forthwith paid, and the nuisance described immediately abated.

This 2nd day of September, 1946.

Opal S. Beck

The foregoing Notice of Claim and Demand filed

and the receipt of a copy acknowledged this ___ day of _____, 1946.

FOR THE CITY OF ASHEVILLE

CITY OF ASHEVILLE
COUNTY OF BUNCOMBE
STATE OF NORTH CAROLINA

NOTICE OF CLAIM AND DEMAND

TO: THE HONORABLE MAYOR, AND THE CITY COUNCIL, OF THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION.

TAKE NOTICE, THAT THE UNDERSIGNED HEREBY FILE CLAIM FOR DAMAGES AGAINST THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION, AND DEMANDS THAT SAME BE PAID, AND TO THAT END RESPECTFULLY SHOWS:

1. That the undersigned are the owners of that certain property within the Corporate limits of the City of Asheville, on Colemen Avenue, which said property is known and designated on the Tax Maps of said City, County, and State, as Lot 13 & 14, Sheet 10, Ward 2.

2. That on or about the 27th day of July, 1946, and prior thereto, the property belonging to the undersigned was greatly damaged, in that a certain stream or streams which flow thru or across the said property, flooded said property, including the yard and the basement, causing a deposit of mud or silt to be left on the said yard and in the said basement. That in addition thereto, the said stream was so swollen as to become a torrent, which washed away a portion of the said lot, together with walls, fences, trees, shrubbery and other valuable portions of said real estate.

3. That the damage hereinbefore complained of was caused by the careless, reckless, and negligent conduct of the said City of Asheville, and its duly authorized agents, servants, and employees, in that:

   a. The said City of Asheville has diverted great quantities of surface water from the natural drainage for such water, into said stream or streams, causing same to become swollen and to overflow, resulting in the damage complained of:

   b. That said City of Asheville has negligently failed to provide adequate drains and storm sewers, and has carelessly, recklessly, and negligently constructed such drains and storm sewers as are provided.

4. That the said stream or streams are filled with great quantities of refuse, garbage, and filth, which the said City of Asheville carelessly, recklessly, and negligently allows to be deposited there; and a part of which is deposited there in a careless, reckless, and negligent manner by the agents, servants, and employees of the said City of Asheville, by and with its knowledge, consent, and approval. That such a condition is a nuisance, and the noxious matter a threat to health, large bodies of same being washed on to the property belonging to the undersigned, and there allowed to decay, creating bad odors, endangering health, and depreciating the reasonable value of the said real estate; and that said nuisance should and ought to be abated.

5. That by reason of the matters and things hereinbefore set forth, the undersigned have been damaged in at least the sum of two thousand five hundred ---- and ---- no/100 dollars ($2,500), which amount is hereby claimed and demanded to be forthwith paid, and the nuisance described immediately abated.

This 30 day of August, 1946.

Banks D. White

Mary B. White

The foregoing Notice of Claim and Demand filed and the receipt of a copy acknowledged this ___ day of August, 1946

FOR THE CITY OF ASHEVILLE

CITY OF ASHEVILLE
COUNTY OF BUNCOMBE
STATE OF NORTH CAROLINA

NOTICE OF CLAIM AND DEMAND

TO: THE HONORABLE MAYOR, AND THE CITY COUNCIL, OR THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION.

TAKE NOTICE, THAT THE UNDERSIGNED HEREBY FILES CLAIM FOR DAMAGES AGAINST THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION, AND DEMANDS THAT SAME BE PAID, AND TO THAT END RESPECTFULLY SHOWS:

1. That the undersigned is the owner of that certain property within the Corporate limits of the City of Asheville, on Colemen Avenue, which said property is known and designated on the Tax Maps of said City, County, and State, as Lot 11, Sheet 10, Ward 2.

2. That on or about the 27th day of July, 1946, and prior thereto, the property belonging to the undersigned was greatly damaged, in that a certain stream or streams which flow thru or across said property, flooded said property, including the yard and basement, causing a deposit of mud or silt to be left on the said yard and in the said basement. That in addition thereto, the said stream was so swollen as to become a torrent, which washed away a portion of the said lot, together with walls, fences, trees, shrubbery and other valuable portions of said real estate.

3. That the damage hereinbefore complained of was caused by the careless, reckless, and negligent conduct of the said City of Asheville, and its duly authorized agents, servants, and employees, in that:

a. The said City of Asheville has diverted great quantities of surface water from the natural drainage for such water, into said stream or streams, causing same to become swollen and to overflow, resulting in the damage complained of:

b. That said City of Asheville has negligently failed to provide adequate drains and storm sewers, and has carelessly, recklessly and negligently constructed such drains and storm sewers as are provided.

4. That the said stream or streams are filled with great quantities of refuse, garbage, and filth, which the said City of Asheville carelessly, recklessly, and negligently allows to be deposited there; and a part of which is deposited there in a careless, reckless, and negligent manner by the agents, servants, and employees of the said City of Asheville, by and with its knowledge, consent, and approval. That such a condition is a nuisance, and the noxious matter a threat to health, large bodies of same being washed on to the property belonging to the undersigned, and there allowed to decay, creating bad odors, endangering health, and depreciating the reasonable value of the said real estate; and that said nuisance should and ought to be abated.

5. That by reason of the matters and things hereinbefore set forth, the undersigned has been damaged in at least the sum of two thousand five hundred ---- and ---- no/100 dollars ($2,500), which amount is hereby claimed and demanded to be forthwith paid, and the nuisance described immediately abated.

This 30 day of August, 1946.

Mrs. Olive T. Gipner

The foregoing Notice of Claim and Demand filed and the receipt of a copy acknowledged this day of August, 1946.

FOR THE CITY OF ASHEVILLE

CITY OF ASHEVILLE
COUNTY OF BUNCOMBE
STATE OF NORTH CAROLINA

NOTICE OF CLAIM AND DEMAND

TO: THE HONORABLE MAYOR, AND THE CITY COUNCIL, OF THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION.

TAKE NOTICE, THAT THE UNDERSIGNED HEREBY FILE CLAIM FOR DAMAGES AGAINST THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION, AND DEMANDS THAT SAME BE PAID, AND TO THAT END RESPECTFULLY SHOWS:

1. That the undersigned are the owners of that certain property within the Corporate limits of the City of Asheville, on Coleman Avenue, which said property is known and designated on the Tax Maps of said City, County, and State, as Lot 49, Sheet 10, Ward 2.

2. That on or about the 27th day of July, 1946, and prior thereto, the property belonging to the undersigned was greatly damaged, in that a certain stream or streams which flow thru or across said property, flooded said property, including the yard and the basement, causing a deposit of mud or silt to be left on the said yard and in the said basement. That in addition thereto, the said stream was so swollen as to become a torrent, which washed away a portion of the said lot, together with walls, fences, trees, shrubbery and other valuable portions of said real estate.

3. That the damage hereinbefore complained of was caused by the careless, reckless, and negligent conduct of the said City of Asheville, and its duly authorized agents, servants, and employees, in that:

a. The said City of Asheville has diverted great quantities of surface water from the natural drainage for such water, into said stream or streams, causing same to become swollen and to overflow, resulting in the damage complained of:

b. That said City of Asheville has negligently failed to provide adequate drains and storm sewers, and has carelessly, recklessly and negligently constructed such drains and storm sewers as are provided.

4. That the said stream or streams are filled with great quantities of refuse, garbage, and filth, which the said City of Asheville carelessly, recklessly, and negligently allows to be deposited there; and a part of which is deposited there in a careless, reckless, and negligent manner by the agents, servants, and employees of the said City of Asheville, by and with its knowledge, consent, and approval. That such a condition is a nuisance, and the noxious matter a threat to health, large bodies of same being washed on to the property belonging to the undersigned, and there allowed to decay, creating bad odors, endangering health, and depreciating the reasonable value of the said real estate; and that said nuisance should and ought to be abated.

5. That by reason of the matters and things hereinbefore set forth, the undersigned have been damaged in at least the sum of two thousand five hundred ---- and ---- no/100 dollars ($2,500), which amount is hereby claimed and demanded to be forthwith paid, and the nuisance described immediately abated.

This 30 day of August, 1946.

Joseph R. Durham

Beulah M. Durham

The foregoing Notice of Claim and Demand filed and the receipt of a copy acknowledged this day of August, 1946.

FOR THE CITY OF ASHEVILLE

CITY OF ASHEVILLE
COUNTY OF BUNCOMBE
STATE OF NORTH CAROLINA

NOTICE OF CLAIM AND DEMAND

TO: THE HONORABLE MAYOR, AND THE CITY COUNCIL, OF THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION.

TAKE NOTICE, THAT THE UNDERSIGNED HEREBY FILE CLAIM FOR DAMAGES AGAINST THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION, AND DEMANDS THAT SAME BE PAID, AND TO THAT END RESPECTFULLY SHOWS:

1. That the undersigned are the owners of that certain property within the Corporate limits of the City of Asheville, on Coleman Avenue, which said property is known and designated on the Tax Maps of said City, County, and State, as Lot 18½ & 50, Sheet 10, Ward 2.

2. That on or about the 27th day of July 1946, and prior thereto, the property belonging to the undersigned was greatly damaged, in that a certain stream or streams which flow thru or across said property, flooded said property, including the yard and the basement, causing a deposit of mud or silt to be left on the said yard and in the said basement. That in addition thereto, the said stream was so swollen as to become a torrent, which washed away a portion of the said lot, together with walls, fences, trees, shrubbery and other valuable portions of said real estate.

3. That the damage hereinbefore complained of was caused by the careless, reckless, and negligent conduct of the said City of Asheville, and its duly authorized agents, servants, and employees, in that:

a. The said City of Asheville has diverted great quantities of surface water from the natural drainage for such water, into said stream or streams, causing same to become swollen and to overflow, resulting in the damage complained of:

b. That said City of Asheville has negligently failed to provide adequate drains and storm sewers, and has carelessly, recklessly and negligently constructed such drains and storm sewers as are provided.

4. That the said stream or streams are filled with great quantities of refuse, garbage, and filth, which the said City of Asheville carelessly, recklessly, and negligently allows to be deposited there; and a part of which is deposited there in a careless, reckless, and negligent manner by the agents, servants, and employees of the said City of Asheville, by and with its knowledge, consent, and approval. That such a condition is a nuisance, and the noxious matter a threat to health, large bodies of same being washed on to the property belonging to the undersigned, and there allowed to decay, creating bad odors, endangering health, and depreciating the reasonable value of the said real estate; and that said nuisance should and ought to be abated.

5. That by reason of the matters and things hereinbefore set forth, the undersigned have been damaged in at least the sum of two thousand five hundred ---- and ---- no/100 dollars ($2,500), which amount is hereby claimed and demanded to be forthwith paid, and the nuisance described immediately abated.

This 30 day of August, 1946.

F. L. Milton

Mrs. F. L. Milton

The foregoing Notice of Claim and Demand filed and the receipt of a copy acknowledged this day of August, 1946.

FOR THE CITY OF ASHEVILLE

CITY OF ASHEVILLE
COUNTY OF BUNCOMBE
STATE OF NORTH CAROLINA

NOTICE OF CLAIM AND DEMAND

TO: THE HONORABLE MAYOR, AND THE CITY COUNCIL, OF THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION.

TAKE NOTICE, THAT THE UNDERSIGNED HEREBY FILE CLAIM FOR DAMAGES AGAINST THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION, AND DEMANDS THAT SAME BE PAID, AND TO THAT END RESPECTFULLY SHOWS:

1. That the undersigned are the owners of that certain property within the Corporate limits of the City of Asheville, on Coleman Avenue, which said property is know and designated on the Tax Maps of said City, County, and State, as Lot 12, Sheet 1C, Ward 2.

2. That on or about the 27th day of July, 1946, and prior thereto, the property belonging to the undersigned was greatly damaged, in that a certain stream or streams which flow thru or across said property, flooded said property, including the yard and the basement, causing a deposit of mud or silt to be left on the said yard and in the said basement. That in addition thereto, the said stream was so swollen as to become a torrent, which washed away a portion of the said lot, together with walls, fences, trees, shrubbery and other valuable portions of said real estate.

3. That the damage hereinbefore complained of was caused by the careless, reckless, and negligent conduct of the said City of Asheville, and its duly authorized agents, servants, and employees, in that:

   a. The said City of Asheville has diverted great quantities of surface water from the natural drainage for such water, into said stream or streams, causing same to become swollen and to overflow, resulting in the damage complained of;

   b. That said City of Asheville has negligently failed to provide adequate drains and storm sewers, and has carelessly, recklessly and negligently constructed such drains and storm sewers as are provided.

4. That the said stream or streams are filled with great quantities of refuse, garbage, and filth, which the said City of Asheville carelessly, recklessly, and negligently allows to be deposited there; and a part of which is deposited there in a careless, reckless, and negligent manner by the agents, servants, and employees of the said City of Asheville, by and with its knowledge, consent, and approval. That such a condition is a nuisance, and the noxious matter a threat to health, large bodies of same being washed on to the property belonging to the undersigned, and there allowed to decay, creating bad odors, endangering health, and depreciating the reasonable value of the said real estate; and that said nuisance should and ought to be abated.

5. That by reason of the matters and things hereinbefore set forth, the undersigned have been damaged in at least the sum of two thousand five hundred ---- and ---- no/100 dollars ($2,500), which amount is hereby claimed and demanded to be forthwith paid, and the nuisance described immediately abated.

This 30 day of August, 1946.

B. B. Wilson

Mrs. B. B. Wilson

The foregoing Notice of Claim and Demand filed and the receipt of a copy acknowledged this day of August, 1946.

FOR THE CITY OF ASHEVILLE

Mr. E. W. Kindler and Rev. Keeler appeared before the Council in behalf of the Personal Guidance Council at 44 Oak Street, and requested a small subsidy from the City to help this cause.

Mayor Lee stated that the Council was in sympathy with this work, and would take the matter under consideration.

Mr. A. D. Pappas, representing a delegation of citizens from the vicinity of the intersection of Cumberland Avenue and Cherry Streets, appeared before the Council with the request that some action be taken to prevent the transfer of a piece of property on the northwest corner of the intersection, facing on Cherry Street, to negro owners.

Mr. Ellis Jones, attorney for the purchaser, and Mrs. Parrott, real estate broker, pointed out that the block of Cherry Street is occupied mainly by negroes, and asserted that under the ordinance it would be impossible to sell the property to any persons except negroes.

Mayor Lee stated that the Council has no authority in this matter and that action in regard to the deal would necessarily have to be taken in the courts, and referred the matter to the Corporation Counsel for investigation.

A petition was presented by residents of Graham Street, formerly known as Louis Street, to have this street opened for traffic.

This matter was referred to the City Manager with request to report back to Council.

There being no further business, the meeting was on motion adjourned.

MAYOR

Margaret Hemmins
CITY CLERK

Mayor Lee presiding. Present: Councilmen [illegible], Corporation Counsel Robert H. Reilly, and Vice-Mayor [illegible]

Resolution authorizing Mayor to execute lease with the Riffin Football [illegible]

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE AGREEMENT, made and entered into this 1st day of November, 1946, by and between the CITY OF ASHEVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, party of the first part, and the [illegible] party of the second part.

WITNESSETH:

That the party of the first part hereby leases unto the party of the second part all that certain piece or parcel of land, appurtenances, equipment and easements thereunto belonging, situate, lying and being in Haw Creek Township on the old Asheville-Black Mountain Highway, and heretofore known as the Asheville Municipal Golf Course.

This lease is executed between the parties hereto upon the following terms and conditions:

(1) The period of this lease shall be for twenty years duration, commencing on the 1st day of November, 1946 and terminating on the 1st day of November, 1966, unless otherwise terminated as hereinafter specifically set out.

(2) The premises operated under this lease by the party of the second part shall be known under the name of the American Legion Municipal Golf Course, and shall be operated in accordance with the laws of the State of North Carolina, and the ordinances of the City of Asheville, and all general laws.

(3) The party of the second part agrees to pay to the party of the first part [illegible] of all gross receipts derived by the party of the second part from the operation of the above described premises and all concessions, sales of commodities, admissions to sports, rents for lockers, dances, amusements, and any and all entertainment whatsoever, and the party of the second part hereby specifically agrees that no complimentary passes of any kind for anything shall be issued to any person while the said party of the second part is in control of the operation of the premises herein leased. For the purpose of this lease the term "gross receipts" is defined as all monetary receipts from the operation of the above [illegible] and shall not be construed to mean [illegible] taxes [illegible].

(4) The party of the second part shall have the right to sell beer and wine on the premises herein leased, subject to the approval of the City Council of the City of Asheville, and it is understood that the party of the second part shall pay all taxes, and it is further agreed that the party of the second part shall [illegible] the premises herein leased.

(5) It is hereby agreed between the parties that this lease is not transferable, and that the premises herein leased cannot be sub-leased under any conditions.

(6) The party of the second part shall [illegible] the City of Asheville, [illegible] and operate [illegible] premises herein leased.

(7) The party of the second part shall have the right to make any and all repairs, alterations or improvements to these premises, including the erection of a building or buildings, construction of a swimming pool, tennis courts, and any other recreational facilities [illegible] provided, however, that such repairs or improvements shall be subject to the approval of the City Council of the City of Asheville.

(8) The party of the second part shall have exclusive right of management and operation of said premises, however, to such supervision by the party of the first part as is required by the laws of the State of North Carolina and all the ordinances of the City of Asheville.

(9) The party of the second part shall have full and exclusive right to any and all profits [illegible] from the operation of the premises herein leased, and shall pay to the party of the first part [illegible] as rental to the party of the first part.

(10) It is hereby agreed between the parties hereto that the party of the first part shall have the right at any time and from time to time during the term of this lease to grant easements and rights-of-way for utility purposes over the property herein leased.

(11) The party of the second part hereby agrees to keep said premises in a reasonable and proper state of repair, to provide adequate liability and fire insurance and to hold the party of the first part harmless from any claims or law suits whatsoever arising out of the operation of these premises, and, in addition to the liability and fire insurance taken out for the protection of the party of the first part, the party of the second part agrees to

(a) [illegible] and carry an insurance policy known as tornado liability.

(b) Take out and carry an insurance policy known as burglar and theft liability.

Resolution authorizing Mayor to execute quit-claim deed to Southern Bell Telephone and Telegraph Company was upon motion of Councilman Starnes, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2, page 361.

Resolution authorizing Mayor to execute lease with General Outdoor Advertising Company was upon motion of Councilman Bryson, seconded by Councilman Starnes, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2, page 362.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

L E A S E

THIS LEASE, entered into this the 1st day of October, 1946 by and between the CITY OF ASHEVILLE, party of the first part, and GENERAL OUTDOOR ADVERTISING COMPANY, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part, for and in consideration of the sum of $15.00 to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, that property known as Lot 106, Sheet 4, Ward 4. This lease is made for the specific purpose of allowing the party of the second part to erect and maintain on said property one panel signboard.

It is agreed between the parties hereto that if the party of the first part, through its authorized agent, should deem it necessary to use the above mentioned lot for other purposes, this lease shall then be void.

It is further agreed between the parties hereto that for the panel signboard the lessee, party of the second part, shall pay to the party of the first part the sum of $15.00 per year.

This lease shall be in force and effect for a period of one year from this date with the exception above made.

CITY OF ASHEVILLE

By _____
MAYOR

ATTEST:

_____
CITY CLERK

GENERAL OUTDOOR ADVERTISING COMPANY

By _____

APPROVED AS TO FORM:

_____
CORPORATION COUNSEL

Resolution authorizing Mayor to execute lease by and between the City of Asheville and the United States of America was upon motion of Councilman Starnes, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 363.

LEASE
BETWEEN
CITY OF ASHEVILLE, NORTH CAROLINA,
AND
THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this day of in the year one thousand nine hundred and forty-six by and between City of Asheville, North Carolina, whose address is Asheville City Building, Asheville, North Carolina for itself, its heirs, executors, administrators, successors, and assigns, hereinafter called the lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following-described premises, viz:

Approximately 13,690 square feet of office space on the fourth and fifth floors of the Asheville City Building, located south of College Street, between Davidson Street and the City-County Plaza, next to and south of the Buncombe County Court House, at Asheville, North Carolina, said space consisting of approximately 6,588 square feet of space on the fourth floor, designated as rooms numbered,
and 7,102 square feet of space on the fifth floor, designated as rooms numbered

to be used exclusively for the following purposes (see instruction No. 3):

Office Quarters, Medical Clinics and Storage.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1946 through June 30, 1947, provided that, unless and until the Government shall give notice of termination in accordance with Provision 13 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond June 30, 1951.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

6. The Lessor shall furnish to the Government during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

Janitor service; heat; lights; light bulbs; paper towels; toilet paper; water; elevator service (at least one elevator will be made available from 7:45 A. M. until 5:00 P. M. Monday through Saturday each week, in addition to any other regular elevator service);

The Lessor further specifically agrees to place, adjust, remove and/or install suitable partitions according to the needs of the Veterans Administration and to put, and to keep, the space covered by this lease in good repair and tenantable condition during the continuance of this lease, all at the Lessor's expense and as a part of the rental consideration.

7. The Government shall pay the Lessor for the premises rent at the following rate:

Ten Thousand and no/100 ($10,000.00) Dollars per annum, payable at the rate of Eight Hundred Thirty-three and 37/100 ($833.37) Dollars for the first effective month and Eight Hundred Thirty-three and 33/100 ($833.33) Dollars for the eleven successive months of each lease year, computed at the rate of $0.7305 per square foot per annum.

Payment shall be made at the end of each month

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government twenty days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The contractor agrees that in performing this contract, he will not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

13. The Government shall have the right to terminate this lease as to the entire premises, at any time during the rental period, upon thirty (30) days notice in writing to the Lessor, computed from date of mailing.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

_____

_____
Address

CITY OF ASHEVILLE, NORTH CAROLINA

BY: _____
Lessor

_____
Title

UNITED STATES OF AMERICA,

By H. Baruch, Assistant Director, Real Estate Service, Veterans Administration. (Official Title)

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, _____, certify that I am the _____ Secretary of the corporation named as Lessor in the attached lease; that _____, who signed said lease on behalf of the Lessor, was then _____ of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ (Corporate Seal)

There being no further business, the meeting was upon motion adjourned.

H. Lyons Lee
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 3, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, October 3, 1946, at 4:30 P. M. with Mayor I. Lyons Lee presiding. Present: Councilmen Holmes Bryson, O. E. Starnes, H. M. Felder, F. M. Mulvaney, C. Fred Brown, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel Robert W. Wells, and Mayor I. Lyons Lee.

The minutes of the previous meeting were read and approved.

The Mayor presented to the Council for consideration and action a proposed written contract with Carolina Power & Light Company for electric service to Memorial Stadium, and upon motion of Councilman Brown, seconded by Councilman Starnes, a resolution authorizing the Mayor and City Clerk to execute said contract was unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 364.

APPLICATION FOR SMALL POWER SERVICE

October 3 1946

1. CITY OF ASHEVILLE (hereinafter called "Customer") hereby applies to CAROLINA POWER & LIGHT COMPANY (hereinafter called "Company") for all power and energy required for and in connection with Customer's Football Field located at Memorial Stadium, Asheville, N. C. in accordance with the provisions hereof. Said power and energy is to be supplied under Company's Standard Rate Classification No. ____, Schedule No SPL-1, copy of which is attached, and under Company's Rules and Regulations for Power Service which have been filed with and approved by the Regulatory Commission and are now in effect.

2. Upon acceptance of this application, Company agrees to furnish said power and energy at approximately 4,000 volts, 3 phase, and Customer agrees to receive and to pay for the same as billed to Customer in accordance with said rate schedule.

3. The minimum quantity of power applied for hereunder is 115 Kilowatts of Demand. The point of delivery hereunder shall be on a pole structure located on Customer's premises at a place suitable to Company, which Customer shall furnish without charge therefor.

4. All payments hereunder shall be made to Company at its office at Asheville, N. C. or to its duly authorized collecting agent which Company may designate.

5. The term of this agreement shall begin on the 25th day of September, 1946, and continue for a period of one (1) years, and shall automatically extend thereafter for successive periods of one (1) years each; provided, that either party may terminate the same at the end of the original term, or at the end of any such extension period, by giving thirty (30) days previous written notice of intention to terminate the same.

6. This application, when accepted by Company, in the space provided below for the purpose, together with the aforesaid rate schedule and Rules and Regulations, shall constitute the sole and complete agreement between Customer and Company relative to power and energy hereunder.

Signature of Customer:

CITY OF ASHEVILLE

By _____
MAYOR

ATTEST:

_____
CLERK

APPROVED AS TO FORM:

_____
CORPORATION COUNSEL

Accepted and executed in duplicate, this ____ day of _____, 1946

CAROLINA POWER & LIGHT COMPANY

By _____
Vice-President

EXHIBIT A

SPORTS FIELD LIGHTING
SCHEDULE SFL-1

AVAILABILITY

For service for outdoor sports fields from dusk until midnight to customers contracting for not less than [illegible] kw.

Not available for breakdown, standby or resale service, or service shared with others.

Service is supplied and measured at the voltage and phase of supply lines most available, in Company's judgment, to customer's installation. Customer shall pay the entire cost of extending facilities to furnish service, including transformers.

[illegible] RATE

$0.50 per kw of demand, which $0.50 entitles customer to use during the month [illegible] kwh, plus

1.6¢ per kwh for all additional kwh.

[illegible]

The average kw supplied during the fifteen minute period of maximum use during the current month, but not less than the average kw supplied during the fifteen minute period of maximum use during preceding months of the current season.

GROSS MONTHLY RATE

The Net Monthly Rate plus 5%.

[illegible] PAYMENT DISCOUNT

The difference between bills computed under the Gross Monthly Rate and the Net Monthly Rate. If the bill computed under the net Monthly Rate is not paid within 10 days from date, the bill computed under the Gross Monthly Rate applies.

[illegible] OF SERVICE

One month or longer, at Company's option.

Effective on bills rendered on and after June 1, 1939
Carolina Power & Light Company

Resolution authorizing Mayor to execute quit-claim deed to Margaret Bobbitt was upon motion of Councilman Starnes, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 365.

Resolution authorizing the issuance of tax anticipation notes of the City of Asheville in the sum not exceeding $215,000.00 was upon motion of Councilman Felder, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 366.

Resolution authorizing Mayor to enter into lease with Asheville Chamber of Commerce, Incorporated for space in City Building was upon motion of Councilman Eller, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 367.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this ____ day of October, 1946 by and between CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Caroline, hereinafter called LESSOR, and ASHEVILLE CHAMBER OF COMMERCE, INCORPORATED, a corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called LESSEE.

WITNESSETH:

That, subject to the terms and conditions hereinafter set forth, said lessor does hereby let and lease unto said lessee, and said lessee does hereby accept as lessee, the following described premises and office space, being situated in what is known as the City Hall or Building, which building is located in the City of Asheville, North Carolina, and more particularly described as follows: Being 1500 square feet of office space on the south side of the main or first floor of said City Hall, including the vault immediately adjoining said space, and also being the large exhibit or display room in the southwest corner of said main or first floor of said City Hall.

The terms and conditions above referred to are as follows:

(1) It is agreed between the parties hereto that the term of this lease shall be for a period of five years, beginning August 17, 1946 and ending August 17, 1951, and that the lessee shall have the right to extend the term of this lease for an additional period of five years upon the same terms and conditions as set out herein.

(2) It is further agreed between the parties hereto that the rental for said 1500 square feet, including the said vault, shall be One ($1.00) Dollar per square foot or Fifteen Hundred ($1500.00) Dollars per year, payable in equal monthly installments of One Hundred and Twenty-five ($125.00) Dollars each in advance on the 17th day of each and every month of the term hereinbefore set forth.

(3) It is further agreed between the parties hereto that said exhibit room shall be rent free, and shall be used as a room to display the resources of western North Carolina, but it shall not be used by lessee for office space.

(4) It is further agreed between the parties hereto that the lessor shall supply and furnish said leased premises with heat, water, and electricity for lighting during the term of this lease.

(5) It is further agreed between the parties hereto that the lessor shall erect or replace such master partitions for the occupancy of said floor space that are standard partitions, but that any partitions or subdividing partitions other than standard partitions shall be installed or erected by the lessee.

(6) It is further agreed that the lessee shall not assign this lease or sub-let any part of the leased premises without the written consent of the lessor.

(7) It is further agreed that if the premises herein leased shall be destroyed or rendered unfit for use by fire or other casualty during said term, this lease shall thereupon terminate.

(8) It is further agreed that the lessor shall maintain said premises in good and reasonable repair and tenantable condition during the term of this lease, except in case of damage arising from the act or negligence of the lessee, its agents or employees.

This lease shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, said lessor has caused this lease to be signed and executed in its corporate name by its Mayor and attested by its Clerk and its corporate seal to be hereunto affixed, and said lessee has caused this lease to be signed and executed in its corporate name by its President and Attested by its Secretary and its corporate seal to be hereunto affixed, the day and year first above written.

CITY OF ASHEVILLE

BY _____
MAYOR

ATTEST:

_____
CITY CLERK

ASHEVILLE CHAMBER OF COMMERCE,
INCORPORATED

BY _____
President

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
CORPORATION COUNSEL

Ordinance #309, "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1946-47", after having been read in full, was upon motion of Councilman Mulvaney, seconded by Councilman Starnes, unanimously passed on its first reading with the following vote:

Councilman Felder voted "aye" — Councilman Bryson voted "aye"
Councilman Eller voted "aye" — Councilman Mulvaney voted "aye"
Councilman Brown voted "aye" — Councilman Starnes voted "aye"
Mayor Lee voted "aye"

Claim of Louise A. Williams for damages for personal injuries was filed by Mr. J. Y. Jordan, Jr., her attorney, and referred to the City Manager and Corporation Counsel for investigation and report.

NORTH CAROLINA
CITY OF ASHEVILLE

LOUISE A. WILLIAMS,
Claimant

v.

THE CITY OF ASHEVILLE,
a Municipal Corporation,
Respondent

NOTICE AND CLAIM OF LOUISE A. WILLIAMS FOR PERSONAL INJURIES

TO THE HONORABLE MAYOR, CITY MANAGER, AND MEMBERS OF THE COUNCIL OF THE CITY OF ASHEVILLE, A MUNICIPAL [illegible], ASHEVILLE, N. C.:

Now comes LOUISE A. WILLIAMS, by and through J. Y. Jordan, Jr., her counsel of record, and makes claim against the City of Asheville for damages for personal injuries sustained by claimant, as follows:

That on Monday, September 2, 1946, at about six o'clock P. M., while claimant was walking [illegible] Pearson Drive and turning into Courtland Avenue, claimant stumbled and fell over a hole or depression in the sidewalk on Courtland Avenue, a few steps from its intersection with Pearson Drive; that said Courtland Avenue at the point near its intersection with Pearson Drive is a public street in the City of Asheville, and the sidewalk upon which claimant was proceeding was a public sidewalk in the City of Asheville; that the said City of Asheville had been grossly negligent in and about the place where claimant fell to such an extent that said sidewalk had become dangerous and was left by said City [illegible] to become a nuisance; that said condition had been allowed to exist over a long period of time, as the result of which the City of Asheville had set up and maintained a public, as well as a private, nuisance, allowing it to exist in and on one of its public thoroughfares, and as a result of [illegible] carelessness of the City, the claimant was injured;

That the claimant suffered a severe sprain to her left ankle, as well as a severe strain of the ligaments of her right leg; that since the time of said injury and up to the time of filing this notice of claim, the claimant has suffered greatly from pain and the injuries she received; has been forced to remain in bed, and has been under the care of her physician;

That claimant is a well known platform lecturer and entertainer, and since her injuries has been prevented from carrying on and continuing her means of livelihood, and she is informed and believes that it will be quite some time before she can continue with her work; that the claimant, as a result of the injuries she suffered, has been damaged in the sum of at least Fifteen Hundred ($1500.00) Dollars.

WHEREFORE, the claimant makes demand and files notice of claim for injuries received as a result of the negligence of said City of Asheville in the sum of $1500.00).

J. Y. Jordan, Jr.
Attorney for Claimant

Mr. Colvin White of the White Transportation Company presented an application for permit for license to operate public service vehicles. This matter was referred to the City Manager with request to report back to City Council.

Mr. P. T. Cecil presented a petition signed by residents of Cherry and Cumberland Streets protesting the sale of certain property on Cherry Street to a negro. After discussion of this matter, the Mayor stated that the Council has no authority to act and that action in regard to the deal would have to be taken in the courts.

There being no further business, the meeting was on motion adjourned.

[illegible]
Margaret Simmons
CITY CLERK

Thursday, October 10, 1946 -- 4:30 P. M.

[illegible] of a quorum, no meeting of the City Council was held on the above date.

[illegible]
Margaret Simmons
CITY CLERK

Thursday, October 17, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, October 17, 1946, at 4:30 P. M. with Mayor J. Lyons Lee presiding. Present: Councilmen Holmes Bryson, O. E. Starnes, H. M. Helder, P. H. Mulvaney, C. Fred Brown, Earl W. Ellen, City Manager P. M. Burdette, Corporation Counsel Robert T. Wells, and Mayor J. Lyons Lee.

The minutes of the previous meeting were read and approved.

Ordinance No. 300, "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE [illegible] 1946-47" was upon motion of Councilman Mulvaney, seconded by Councilman Starnes, and unanimously passed on its second reading with the following vote:

Councilman Helder voted "aye" — Councilman Mulvaney voted "aye"
Councilman Starnes voted "aye" — Councilman Ellen voted "aye"
Councilman Bryson voted "aye" — Councilman Brown voted "aye"
Mayor Lee voted "aye"

Mr. Leon H. Lee, attorney, presented claim for Norman LeMieux and Mrs. Norman LeMieux for damages arising from alleged negligence on the part of the city in connection with a stream in the Lyman Avenue vicinity. This matter was referred to the City Manager and Corporation Counsel.

CITY OF ASHEVILLE
STATE OF NORTH CAROLINA

NOTICE OF CLAIM AND DEMAND

TO THE HONORABLE MAYOR, AND THE CITY COUNCIL, OF THE CITY OF ASHEVILLE, A MUNICIPAL CORPORATION.

YOU WILL PLEASE TAKE NOTICE that the undersigned hereby file claim and demand against the City of Asheville, a municipal corporation, and in that behalf state that same be paid, and to that end respectfully show:

1. That the undersigned are the owner of that certain property within the Corporate limits of the City of Asheville, on Coleman Avenue, which said property is known and designated on the Tax Maps of said City, County, and State, as Lot 15¾, Sheet 10, Ward 2.

2. That on or about the 27th day of July, 1946, and prior thereto, the property belonging to the undersigned was [illegible]ously damaged, in that a certain stream or streams which flow thru or across said property, flooded said property, including the yard and the basement, causing a deposit of mud or silt to be left on the said yard and in the said basement. That in addition thereto, the said stream was so swollen as to become a torrent, which washed away a portion of the said lot, together with walls, fences, trees, shrubbery and other valuable portions of said real estate.

3. That the damage hereinbefore complained of was caused by the careless, reckless, and negligent conduct of the said City of Asheville, and its duly authorized agents, servants, and employees, in that:

   a. The said City of Asheville has diverted great quantities of surface water from the natural drainage for such water, into said stream or streams, causing same to become swollen and to overflow, resulting in the damage complained of.

   b. That said city of Asheville has negligently failed to provide adequate drains and storm sewers, and has carelessly, recklessly and negligently constructed such drains and storm sewers as are provided.

4. That the said stream or streams are filled with great quantities of refuse, garbage, and filth, which the said City of Asheville carelessly, recklessly, and negligently allows to be deposited there; and a part of which is deposited there in a careless, reckless, and negligent manner by the agents, servants, and employees of the said City of Asheville, by and with its knowledge, consent, and approval. That such a condition is a nuisance, and the noxious matter a threat to health, large bodies of sand being washed on to the property belonging to the undersigned, and there allowed to decay, creating bad odors, endangering health, and depreciating the reasonable value of the said real estate; and that said nuisance should and ought to be abated.

5. That by reason of the matters and things hereinbefore set forth, the undersigned have been damaged in at least the sum of two thousand five hundred --- and --- no/100 dollars ($2,500), which amount is hereby claimed and demanded to be forthwith paid, and the nuisance described immediately abated.

This 30th day of August, 1946.

Norman LeMieux

Mrs. Norman LeMieux

The foregoing Notice of Claim and Demand filed and the receipt of a copy acknowledged this [illegible] day of October, 1946.

FOR THE CITY OF ASHEVILLE

[illegible]

Resolution authorizing the Mayor to execute quit-claim deeds to Anderson Investments Corporation and W. L. Teasley, was upon motion of Councilman Starnes, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 368.

[illegible]

Mr. Knight, Mr. Symms, Mr. Furnace, Mr. Coburn and others appeared before the City Council on behalf of certain residents in the Griffing Boulevard area to request additional bus service.

Mr. Stanford Webb appeared in opposition to any extension of said bus service.

[illegible] the request of the City Council this matter was referred to the City Manager for [illegible] report back to the Council. Upon request of the City Manager the Mayor appointed a committee consisting of Mr. Cathey, Mr. Enright, Mr. Coburn, Mr. Webb and Mr. Colvin White to meet with the City Manager in regard to this matter.

Mr. [illegible] appeared before the City Council and requested that the pavement on North Fifteenth Street be repaired. This matter was referred to the Director of Public Works for investigation and report back to City Manager.

[illegible] motion was made by Councilman Bryson, seconded by Councilman Starnes, [illegible] the minutes of the previous meeting. This motion was duly carried.

Pursuant to recess, and with all members of the council present, resolution declaring [illegible] owned by Joseph R. Sternberg and known as Sternberg's Hides, Incorporated (Consolidated Hide Company) on Riverside Drive (West Haywood Street) to be a sanitary nuisance [illegible] Councilman Mulvaney, seconded by Councilman Felder, unanimously adopted.

[illegible] resolution will be found in Resolution Book #2 page 369.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, October 24, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, October 24, 1946, at 4:30 P. M. with [illegible] presiding. Present: Councilmen O. E. Starnes, Holmes Bryson, F. M. Mulvaney, H. M. [illegible], J. Wm. Brown, City Attorney Counsel Robert W. Wells, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

[illegible] reading of the ORDINANCE, "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1946-47" was upon motion of Councilman Mulvaney, seconded by [illegible], ordered on its third and final reading with all members of the Council present voting "aye" as follows:

Councilman Bryson voted "aye"
Councilman Starnes voted "aye"
Councilman Felder voted "aye"
Councilman Mulvaney voted "aye"
Councilman Brown voted "aye"
Mayor Lee voted "aye"

ORDINANCE NO. 309

AN ORDINANCE ADOPTING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL [illegible]

WHEREAS, on the 8th day of August, 1946 the City Council of the City of Asheville adopted an operating budget in the amount of $1,391,477.00 with a debt service of $685,000.00, making a total appropriation of $2,076,477.00;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the following operating budget is hereby adopted and the amounts hereby appropriated for the operation of the different departments of the City of Asheville for the fiscal year beginning July 1, 1946 and ending June 30, 1947, inclusive:

(a)	[illegible]	$110,820.00
(b)	Law	10,605.00
(c)	Finance	24,300.00
(d)	Public Welfare	61,451.00
(e)	Public Safety	449,056.00
(f)	Libraries	31,180.00
(h)	Public Works	356,394.00
(i)	Parks and Playgrounds	83,545.00
(l)	Water Department	284,126.00
	Total Operating	$1,391,477.00

Debt Service

Principal and Interest

General Refunding Bonds - Series 1	447,190.00
General Refunding Bonds - Series 2	11,810.00
Water Refunding Bonds	230,000.00
Total	685,000.00
Total Appropriations	$2,076,477.00

Section 2. That a tax rate of $1.53 per $100.00 valuation upon all property of every nature within the corporate limits of the City of Asheville (.728 per $100.00 valuation for operating expenses, .802 per $100.00 valuation for debt service) be and the same is hereby levied, and ordered to be collected in accordance with law for the fiscal year 1946-47, as aforesaid.

Section 3. That the Director of Finance of the City of Asheville is hereby authorized to make the expenditures for the operation of the departments of the City of Asheville and debt service in accordance with the budget adopted and approved as aforesaid.

Upon the adoption of the foregoing ordinance, this 3 day of October, 1946.

F. M. Mulvaney
COUNCILMAN

SECONDED BY: O. E. Starnes
COUNCILMAN

Read, approved and adopted, this 24 day of October, 1946, to become effective 11th day of November, 1946.

L. Lyons Lee
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

[illegible]

Resolution authorizing the Mayor to execute quit-claim deed to J. Guard and wife, Mary Guard, was upon motion of Councilman Starnes, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 370.

[illegible]

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Brown, seconded by Councilman Felder, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 371.

[illegible]

Resolution authorizing the City Manager to advertise certain property for sale was upon motion of Councilman Mulvaney, seconded by Councilman Starnes, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 372.

[illegible]

Resolution authorizing Mayor to execute right-of-way to Carolina Power & Light Company was upon motion of Councilman Felder, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 373.

[illegible]

Mr. Joseph R. Sternberg appeared before the City Council to request an extension of ninety days from the order declaring his plant to be a sanitary nuisance and ordering same to be closed within thirty days.

Mayor Lee stated that the Council felt that sufficient time had already been given Mr. Sternberg, and that the citizens filing the petition were entitled to relief.

[illegible]

Mr. Sanford W. Brown appeared before the City Council to request the improvement of Lincoln and Blackwell Alleys and Hibernia Street.

October 24, 1946

To the Mayor and Councilmen of the City of Asheville
City Hall
Asheville, North Carolina

Gentlemen:

Permit me to call your attention to the condition of Lincoln and Blackwell Alleys and Pilgrim Street.

The condition of these streets constitute a fire hazzard by reason of the City's present fire fighting equipment being unable to traverse same in the event of a fire at any one of the numerous houses along said streets. This is particularly true as to Lincoln Alley and its extension into Blackwell Alley because said street is barely traversable by a passenger car in good weather and if you attempted to take one of the heavy fire trucks over it you would undoubtedly break and disconnect the exposed water and sewer lines along said street. Not only is Lincoln Alley and its extension into Blackwell Alley virtually impassable, but Pine Street, that it connects with, is also virtually impassable in wet weather, and, with said condition existing, in case fire or any other emergency requiring fire fighting equipment or an ambulance should occur they could not travel over said streets and by reason of said condition the numerous residents along said streets are being deprived of the protection they are entitled to in said respects.

As to Pilgrim Street there is a large rock at the entrance of same from Flagg Street that should be removed because it not only partially blocks said street but it also constitutes an extremely dangerous hazzard that will undoubtedly cause the serious injury of some one using said street if it is permitted to remain in its present position. In addition to this there is a continuous flow of water down the east side of this street that should be placed in the storm sewer and thereby prevented from overflowing into the houses on the north side of Flagg Street with every heavy rain.

It is true that the aforementioned streets are inhabited by colored people but at the same time it is none the less true that these streets are in worse condition than our worst county roads and that they should be improved for the protection of the health and safety of the human beings that live along same.

Please give the improvement of these streets your attention.

Yours very truly,

Sanford W. Brown

"With the consent of the Council this matter was referred to the City Manager for report back to the Council.

Mr. Tom J. Young, attorney, presented claims for the death of Bernard Bell and injuries of Tony Davis resulting from alleged negligence on the part of the City. This matter was referred to the City Manager and Corporation Counsel.

Asheville, N. C., October 17, 1946.

The Honorable Mayor, City Manager and Council of the City of Asheville:

The undersigned administratrix of the estate of Bernard Bell hereby files claim against the City of Asheville for damages for the death of said Bernard Bell caused by the negligence of said City, at the time, place and manner hereinafter set out.

1. Date. Claimant's intestate was injured on the 14th day of August, 1946, and died as a result thereof on the 16th day of August, 1946.

2. Place. In what is commonly known and designated as the concrete "Bull Pen" in the basement of the City Jail in Asheville.

3. Manner of injury. Some time in 1942 or 1943 the City of Asheville constructed a large concrete cell in the basement of the city jail building approximately 30 to 40 feet long by 12 to 15 feet wide, with one door therein facing on alley or driveway in which automobiles could be driven from the public street, said alley or driveway having been constructed into the basement of said building from the public street by said City at said time for the purpose of driving the city automobiles from the public street into and adjacent to the door opening into said concrete cell. The said concrete cell was so constructed that it constituted one large cell of the dimensions hereinbefore mentioned without any partition therein of any kind; that when said large concrete cell was constructed no provision was made for any furnishings of any kind, except possibly one wooden bench and the floor was made of concrete; that the said City of Asheville constructed this concrete cell for the sole purpose of receiving persons arrested in the City of Asheville by the Police Department and it was the intention of the City, and aforesaid acted at the direction of the City, in the following manner, to-wit: the Police Department in the said City would make arrests and transport the arrested person or persons in the city cars to said basement cell and into said driveway or alley opposite said cell door and discharge said prisoner or prisoners from the city cars into said concrete cell leaving them therein on said concrete floor; that said concrete cell was constructed by the City of Asheville for the sole purpose of placing therein a large number of prisoners and said City had in mind at the time of said construction said purpose although said City had at said time, and previous to, and since, a large well ventilated, well constructed jail above said basement floor with individual cells properly furnished, properly constructed, and properly heated; that the said City of Asheville was negligent in the construction of said concrete cell; that it made no proper provision for the heating thereof, ventilation, lighting, or toilet facilities, and the sole intention thereof by the City at the time of the construction thereof was to crowd therein, under said conditions, of a large number of helpless prisoners when said City at said time had proper and suitable quarters for the detention of such prisoners.

4. Character of injury. That under the conditions hereinbefore described said Bernard Bell, on or about the 14th day of August, 1946, was incarcerated in a helpless condition in said concrete cell and left therein under said conditions; that there were a number of other prisoners in said cell at the same time and on or about said date said Bernard Bell was mortally injured by a fracture of

his skull and a rupture of the spinal cord which resulted in his death; that said actual injuries were inflicted on said Bernard Bell by intoxicated prisoners placed therein by the said City without restraint or supervision and without any provision for any restraint or supervision.

5. Amount of damages claimed. That the said Bernard Bell at said time was 47 years of age, in good health, and profitably employed and the undersigned administratrix is damaged as a result of his death in at least the sum of $50,000.00, for which claim is now made against said City.

Respectfully submitted this the day and year above written.

Mrs. Callie Bell
Administratrix

Asheville, N. C., October 24, 1946.

The Honorable Mayor, City Manager and Council of the City of Asheville:

The undersigned hereby files claim against the City of Asheville for damages for personal injuries caused by the negligence of said City, at the time, place and manner hereinafter set out.

1. Date. Claimant was injured on the 14th day of August, 1946.

2. Place. In what is commonly known and designated as the concrete "Bull Pen" in the basement of the City Jail in Asheville.

3. Manner of injury. Some time in 1942 or 1943 the City of Asheville constructed a large concrete cell in the basement of the city jail building approximately 30 to 40 feet long by 12 to 15 feet wide, with one door therein facing on alley or driveway in which automobiles could be driven from the public street, said alley or driveway having been constructed into the basement of said building from the public street by said City at said time for the purpose of driving the city automobiles from the public street into and adjacent to the door opening into said concrete cell. The said concrete cell was so constructed that it constituted one large cell of the dimensions hereinbefore mentioned without any partition therein of any kind; that when said large concrete cell was constructed no provision was made for any furnishings of any kind, except possibly one wooden bench and the floor was made of concrete; that the said City of Asheville constructed this concrete cell for the sole purpose of receiving persons arrested in the City of Asheville by the Police Department and it was the intention of the City, and aforesaid acted at the direction of the City, in the following manner, to-wit: the Police Department in the said City would make arrests and transport the arrested person or persons in the city cars to said basement cell and into said driveway or alley opposite said cell door and discharge said prisoner or prisoners from the city cars into said concrete cell leaving them therein on said concrete floor; that said concrete cell was constructed by the said City of Asheville for the sole purpose of placing therein a large number of prisoners and said City had in mind at the time of said construction said purpose although said City had at said time, and previous to, and since, a large well ventilated, well constructed jail above said basement floor with individual cells properly furnished, properly constructed, and properly heated; that the said City of Asheville was negligent in the construction of said concrete cell; that it made no proper provision for the heating thereof, ventilation, lighting, or toilet facilities, and the sole intention thereof by the City at the time of the construction thereof was to crowd therein, under said conditions, of a large number of helpless prisoners when said City at said time had proper and suitable quarters for the detention of such prisoners.

4. Character of injury. That under the conditions hereinbefore described said Tony Davis, on or about the 14th day of August, 1946, was incarcerated in a helpless condition in said concrete cell and left therein under said conditions; that there were a number of other prisoners in said cell at the same time and on or about said date said Tony Davis was seriously and permanently injured; that said serious and permanent injuries were inflicted on said Tony Davis by intoxicated prisoners placed therein by the said City without restraint or supervision and without any provision for any restraint or supervision.

5. Amount of damages claimed. That the said Tony Davis at said time was 46 years of age, in good health, and profitably employed and the claimant is damaged as a result thereof in at least the sum of $50,000.00.

Respectfully submitted this the day and year above written.

Tony Davis
Claimant

There being no further business, the meeting was on motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 31, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, October 31, 1946, at 4:30 P. M. with Vice-Mayor Holmes Bryson presiding. Present: Councilmen C. T. Chiles, P. A. McInerney, H. H. Pelder, Fred Bron, Carl W. Eller, City Manager P. M. Charlotte, Corporation Counsel Robert T. Wells, and Vice-Mayor Holmes Bryson.

The minutes of the previous meeting were read and approved.

[illegible]

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Eller, seconded by Councilman McInerney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 374.

[illegible] of the City and to execute permits to [illegible] Transportation Company to [illegible] streets of City upon motion of Councilmen Turner, [illegible] Whitaker, Hartwell, adopted.

Complete copy of resolution will be found in Resolution Book #2 page 375.

APPLICATION AND PETITION FOR LICENSE
TO OPERATE MOTOR VEHICLES

Mr. [illegible], Mayor,
City [illegible],
Asheville, North Carolina.

Dear Sir:

The [illegible] Transportation Company, hereby makes application for a permit for license to operate motor vehicles over the City streets along the following routes and under the following [illegible] Ordinance, to-wit: Beginning September 20, 1947 to September 20, 1947:

1. Lines:

Lines to be operated shall be the city-wide lines now in effect, or as they may be subsequently changed, [illegible] with the proper authorities.

2. Schedule of Operation of Trips & Vehicles:

a. Beaucatcher Line:

Cole Street - Between Patton Avenue and Haywood Street.
Haywood Street - Between Cole Street and Patton Avenue.
Merrimon Avenue - Between Haywood Street and Clingman Avenue.
Clingman Avenue - Between Merrimon Avenue and Haywood Road.
Beaucatcher Road - Between Clingman Avenue and Deer Creek Road.
Deer Creek Road - Between Laurel Road and School Road.
School Road - Between Deer Creek Road and Sulphur Springs Road.
Sulphur Springs Road - Between Deer Creek Road and Haywood Road.

b. Montford-Biltmore Line:

Depot Street - Around Circle.
Depot Place - Between Depot Street and Asheville Street.
Asheville Street - Between Depot Place and Montford Avenue.
Montford Avenue - Between Asheville Street and Haywood Street.
Haywood Street - Between Montford Avenue and Patton Avenue.
Patton Avenue - Between Haywood Street and Pack Square.
Pack Square
Broadway - Between Pack Square and Merrimon Avenue.
Merrimon Avenue - Between Broadway and Hilland Drive.
Hilland Drive - Between Merrimon Avenue and City Limits.
Biltmore Drive - Between Merrimon Avenue and City Limits.

c. Charlotte-Broadway Line:

West Chapel Road - Between Charlotte Street Extension and Kimberly Avenue.
Charlotte Street Extension - Between Hampstead Road and Griffing Boulevard.
Griffing Boulevard - Between Kimberly Avenue and Charlotte St. Extension.
Kimberly Avenue - Between Hampstead Road and Evelyn Place.
Evelyn Place - Between Evelyn Place and Charlotte Street.
Grove Park - Street Entrance to Grove Park Inn and Charlotte Street.
Charlotte Street - Between Grove Avenue and Woodfin Street.
Woodfin Street - Between Charlotte Street and Oak Street.
Oak Street - Between Woodfin Street and College Street.
College Street - Between Oak Street and Market Street.
Pack Square.
Patton Avenue - Between Pack Square and Haywood Street.
Haywood Street - Between Patton Avenue and Flint Street.
Flint Street - Between Haywood Street and Chestnut Street.
Chestnut Street - Between Flint Street and Broadway.
Court Place Annex - Between Broadway and Lorish Avenue.
Lorish Avenue - Between N.C. Clare Avenue and Forsythe Street.
Forsythe Street - Between Hillside Street and Lorish Avenue.
Hillside Street - Between Forsythe Street and Broadway.
Broadway - Between Hillside Street and Chestnut Street.

d. French Broad-Southside Line:

Roberts Street - Between Lyman Street and Haywood Road.
Haywood Road - Between Roberts Street and Clingman Avenue.
Clingman Avenue - Between Haywood Road and Lyman Street.
Depot Street - Between Lyman Street and Southside Avenue.
Southside Avenue - Between Depot Street and South French Broad Avenue.
South French Broad Avenue - Between Southside Avenue and Hilliard Avenue.
Hilliard Avenue - Between South French Broad Avenue and Coxe Ave.
Coxe Avenue - Between Hilliard Avenue and Patton Avenue.
Patton Avenue - Between Coxe Avenue and Pack Square.
College Street - Between Patton Avenue and Broadway.
Pack Square.
Market Street - Between Pack Square and Eagle Street.
Eagle Street - Between Market Street and Valley Street.
Valley Street - Between Eagle Street and Southside Avenue.
Southside Avenue - Between Valley Street and Congress Street.

Congress Street - Between Southside Avenue and Living Ston Street.
Livingston Street - Between Cumberland Street and South French Broad Avenue.
South French Broad Avenue - Between Livingston Street and Southside Avenue.
Southside Avenue - Between South French Broad Avenue and Ben Ross Street.

e. Biltmore Avenue Line:

West Chapel Road - Between Montford Hills Road and Merrimon Street.
Merrimon Street - Between West Chapel Road and Fairview Street.
Fairview Street - Between Merrimon Street and Lenoir Street.
Lenoir Street - Between Fairview Street and Biltmore Street.
Biltmore Street - Between Lenoir Street and Cumberland Street.
Cumberland Street - Between Broad Street and Southside Avenue.
Broad Street - Between Church Street and Cedar Street.
Church Street - Between Biltmore Plaza and Hood Street.
Biltmore Plaza.
Biltmore Plaza - Between Biltmore Plaza and Viaduct.
Viaduct - Between Biltmore Street and Wall Street.
Wall Street - Between Viaduct and Southside Avenue.
Southside Avenue - Between McDowell Street and Coxe Avenue.
Coxe Avenue - Between Southside Avenue and Patton Avenue.
Patton Avenue - Between Coxe Avenue and College Street.
College Street - Between Patton Avenue and Broadway.
Pack Square.
Broadway - Between Pack Square and Biltmore Avenue.
Biltmore Avenue - Between Court Square and Oakland Road.
Oakland Road - Between Biltmore Avenue and Mount Hill Drive.

f. Patton Avenue Line:

Patton Avenue - Between Biltmore Park and Pack Avenue.

Note: Lines over this line will operate only during week days and only between the hours of 5:37 A. M. and 9:37 A. M. and between the hours of 5:12 P. M. and 7:32 P. M. No operations on holidays.

NOTE: For convenience in listing, the above streets are grouped under the heading of the line which is presently operating over them. This arrangement is subject to change by the transfer of one or more streets from any particular line group as enumerated above to any other line group. Such change, however, will not involve the abandonment of any of the above portions of streets.

3. DESCRIPTION OF EQUIPMENT:

Bus No.	Make	Motor Number	State License No.	Seating Capacity
210	Corbitt	D602-772	UB-887	18
212	"	D602-760	UB-911	18
214	"	D602-773	UB-912	18
216	"	D602-754	UB-913	18
218	"	D602-[illegible]	UB-914	18
220	"	D602-762	UB-910	18
222	"	D602-763	UB-909	18
224	"	D602-765	UB-908	18
226	"	D602-770	UB-907	18
228	"	D602-769	UB-906	18
230	"	D602-761	UB-905	18
232	"	D602-768	UB-904	18
234	"	D602-755	UB-903	18
236	"	D602-758	UB-902	18
238	"	D602-766	UB-901	18
240	"	D602-751	UB-900	18
242	"	D602-771	UB-899	18
244	"	D602-764	UB-898	18
246	"	D602-759	UB-897	18
248	"	D602-757	UB-896	18
250	"	D602-849	UB-895	18
252	"	D602-729	UB-894	18
254	"	D602-847	UB-893	18
256	"	D602-846	UB-892	18
258	"	D602-848	UB-891	18
260	White	191287	UB-890	18
262	"	191286	UB-889	18
264	"	191280	UB-888	18
266	"	191307	UB-887	18
268	"	195736	UB-886	21
270	"	195735	UB-885	21
272	"	195737	UB-884	21
274	"	195742	UB-883	21
276	"	195744	UB-882	21
278	"	195743	UB-881	21
280	"	195741	UB-880	21
282	Twin Coach	JXDTR-592407	UB-879	23
284	" "	JXDTR-590496	UB-878	23
286	" "	JXDTR-590495	UB-877	23
288	" "	JXLTR-590853	UB-876	23
290	" "	JXLTR-591492	UB-875	23
292	" "	JXDTR-588838	UB-874	23
294	" "	WXC3-170824	UB-873	27
296	" "	WXC3-170827	UB-872	27
298	" "	WXC3-170843	UB-871	27
300	" "	TC-383-Y-173876	UB-870	27
302	" "	TC-383-Y-173934	UB-869	27
304	" "	TC-383-Y-173933	UB-868	27
306	" "	TC-383-Y-173935	UB-867	27

[illegible]	[illegible]	76-[illegible]-[illegible]	UB-1221	27
"	" "	76-[illegible]-1-177404	UB-1122	31
"	" "	76-[illegible]-1-178374	UB-1125	31
"	" "	76-[illegible]-1-[illegible]	UB-1126	31
"	" "	[illegible]-[illegible]-1-174851	UB-1127	31

ASHEVILLE TRANSFER [illegible]

By: J. C. White
Secretary-Treasurer

[illegible]

APPROVED by the City Attorney
on the ___ day of _____,
1946.

_____
City Attorney

[illegible]: 11/21/46

Mr. [illegible], on behalf of the Citizens Smoke Abatement Committee, proceeded to the discussion of [illegible] and the pollution of air, prescribing [illegible] an emergency.

Mr. [illegible], Mr. Chester Moore, Jr., Dr. Charles Wolf, and Dr. Stewart Brain, [illegible] in behalf of the ordinance.

[illegible] thanked the Committee for the work they have done, and Ordinance #218, "AN ORDINANCE [illegible] THE POLLUTION OF AIR, PRESCRIBING [illegible]", was upon motion of Councilman Brown, seconded by Councilman [illegible], unanimously passed on its second reading with the following vote:

Councilman Stevens voted "aye" — Councilman Fller voted "aye"
Councilman [illegible] voted "aye" — Councilman Brown voted "aye"
Councilman [illegible] voted "aye" — Vice-Mayor Bryson voted "aye"

There being no further business, the meeting was on motion adjourned.

Margaret Sominone
City Clerk

Vice-Mayor
Homer Bryson

Thursday, November 7, 1946 -- [illegible] P. M.

The City Council held its regular session Thursday, November 7, 1946, at [illegible] P. M. with the Mayor presiding. Present: Councilmen [illegible], Fred W. Fller, S. Brad Brown, [illegible], Vice-Mayor Homer S. Bryson, City Manager P. M. Sundstrom, Corporation Counsel Claude [illegible].

The minutes of the previous meeting were read and approved.

Ordinance #218, "AN ORDINANCE TO CONTROL THE EMISSION OF SMOKE AND THE POLLUTION OF AIR, PRESCRIBING [illegible] AND DECLARING AN EMERGENCY", was upon motion of Councilman [illegible], seconded by Councilman Stevens, unanimously passed on its second reading with the following vote:

Councilman Stevens voted "aye" — Councilman Fller voted "aye"
Councilman [illegible] voted "aye" — Councilman Brown voted "aye"
Councilman [illegible] voted "aye" — Councilman Bryson voted "aye"
Mayor Ivey voted "aye"

Upon motion duly made and carried, the Mayor is authorized to execute quit-claim deed to Charles D. Stevens [illegible] Councilman [illegible], seconded by Councilman Felder, unanimously adopted.

[illegible] of resolution will be found in Resolution Book #2 page 370.

Ordinance #219, "AN ORDINANCE TO [illegible] PLUMBING WITHIN THE CITY OF ASHEVILLE" was upon motion of Councilman [illegible], seconded by Councilman Fller, unanimously passed on its first reading with the following vote:

Margaret Sominone

Margaret Summons

Thursday, November 21, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, November 21, 1946, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen P. M. Mulvaney, Earl W. Eller, C. Fred Brown, H. M. Felder, O. E. Starnes, Holmes Bryson, City Manager P. M. Burdette, Corporation Counsel Robert W. Wells, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Ordinance #311, "AN ORDINANCE TO REGULATE PLUMBING WITHIN THE CITY OF ASHEVILLE" was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously passed on its third and final reading with the following vote:

Councilman Starnes voted "aye" Councilman Felder voted "aye"
Councilman Mulvaney voted "aye" Councilman Brown voted "aye"
Councilman Eller voted "aye" Councilman Bryson voted "aye"
Mayor Lee voted "aye"

ORDINANCE NO. 311

AN ORDINANCE TO REGULATE PLUMBING WITHIN THE CITY OF ASHEVILLE

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1. A Plumbing Inspector shall be appointed and may be removed by the City Manager and shall receive such compensation as may be fixed by said Manager, subject to approval of the City Council.

Section 2. The Inspector shall be attached to and under the direct control and authority of the Director of Public Safety, subject to charter regulations, and is hereby clothed with all the power and authority given inspectors generally by the Charter and ordinances.

Section 3. The Inspector, as far as may be necessary to performance of his duty, shall have the right--when having on his person and presenting same to the owner or lesses of any property, when so requested, credentials signed by the Director of Public Safety, identifying such Inspector--to enter any building or premises at any reasonable hour for the purpose of locating any unsanitary work, or making any plumbing inspection, without interference or hindrance, and he shall have the power to condemn all unsanitary work and order the same removed or altered and put in a sanitary condition. In any case where such instructions are not complied with, the Inspector shall have the authority to discontinue the City water supply to such premises. Any person who interferes with the Plumbing Inspector in the discharge of his duty shall be subject to the penalty provided by this ordinance.

Section 4. When the word Inspector is used without prefix or suffix it means the Plumbing Inspector.

Section 5. A Master Plumber is a person, firm or corporation who holds a current license to engage in plumbing business, issued by City of Asheville and as required by Chapter 52, North Carolina Public laws of 1931, as amended.

Section 6. A Journeyman Plumber is a person holding current journeyman's license as issued by the City of Asheville and working under supervision of a duly licensed Master Plumber as defined above.

Section 7. For the purpose of regulating and controlling plumbers and plumbing work, and to enforce efficiency in the same, an Examining Board to be known as the Board of Plumbing Examiners, for the examination and passing upon the qualifications of journeyman plumbers, is hereby created. Said examining board shall be composed of the Plumbing Inspector, one Master Plumber, to be appointed by the City Council, and the City Health Officer.

Section 8. The Examining Board shall meet the first Monday of each month; if application is made by journeyman plumber for examination prior to above date named said Examining Board shall meet as soon as possible and examine applicant. The examination for journeyman plumbers shall consist of a practical piece of work, charts and written questions.

Section 9. Any person desiring to work as a journeyman plumber in the City of Asheville, before having been examined and licensed, shall appear at the office of the City Plumbing Inspector and register his name. The Plumbing Inspector may give such applicant permission to work for one week upon such application being grented. The Plumbing Inspector shall call a meeting of the Examining Board and examine such applicant and, if after such examination, the applicant passes, there shall be issued to him on payment of a fee of $10.00 a certificate, showing he has passed such examination. If applicant shall fail to pass such examination he shall be notified by the Plumbing Inspector and shall cease work as a plumber. Any person failing to pass the required examination may again make application after ninety days to the Examining Board for examination. Journeyman's license must be renewed annually upon payment of fee of $1.00.

Section 10. No person except a licensed plumber shall do any plumbing work in connection with any sewer, public or private, or make any repairs, extensions or alterations, in any plumbing system, connected with the Asheville sewer and water mains, or connect any hot water or storage tanks to any heating apparatus.

Section 11. Before any firm, person or corporation shall engage in the plumbing business or do or cause to be done any plumbing work in the City of Asheville, said person, firm or corporation shall furnish an approved bond in the sum of $1,000.00, conditioned upon the faithful performance of duty in making connections with the sewers of the said City, and to indemnify said City against loss to person or property in any manner whatsoever for any negligence or unskilled or negligent work or conduct in the installation of any plumbing or house drainage, or for any damage to the sewers, sidewalks or streets of said City or for the use of defective or improper materials in connection therewith, and provided further that the said person, firm or corporation shall first show satisfactory evidence that they hold license for the current year as issued by the North Carolina Board of Examiners for Plumbing and Heating Contractors, in accordance with the provisions of Chapter 52, North Caroline Public Laws of 1931, as amended, and that he has paid privilege tax as required by the City of Asheville for the current year.

Section 12. No permits will be issued or inspections made for any person, firm or corporation, unless and until they have complied with the above provisions. All permits shall be good for the continuous performance of the work named therein. Permits shall automatically expire when the work ceases for a continuous period of ninety days and shall finally expire upon completion of the work for which it was issued. No person, firm, or corporation engaged in the business of plumbing or drain laying in the City of Asheville shall allow his or its, or their names to be used by any person, directly or indirectly, to obtain a permit or for the construction of any work, under his, its or their license, nor shall he, it, or they, make any misrepresentation or omission in his, its or their application or returns. Any person, firm or corporation failing or refusing to abide by this section thereby ipso facto forfeits his, its or their license.

Section 13. Before any portion of the plumbing and drainage system of any building shall be constructed, or before any change, alteration or addition is made in any existing system, an application in writing must be filed with the Plumbing Inspector, showing the nature of the proposed work or change, alteration or addition. If the proposed new work or alteration conforms to the provisions of this ordinance, the application shall be approved and a written permit for the work shall be granted by the Plumbing Inspector, upon the payment of the prescribed fee.

Section 14. The fees for plumbing inspection shall be as follows:

1 to 2 fixtures	$2.00	3 to 8 fixtures	$3.75
9 to 16	6.50	17 to 24	8.25
25 to 32	10.50	33 to 40	12.75
41 to 50	15.00	51 to 60	17.25
61 to 70	19.50	71 to 80	21.75
81 to 90	23.75	91 to 100	26.50

All over 100 fixtures, 25¢ per fixture. Fixtures relocated, which involves moving of waste line, shall be at the same rate as new installations.

Section 15. All plumbing work must be tested by the plumber in the presence of the Plumbing Inspector before it is accepted; when it is inconvenient or impractical to test the entire work at one time, it may be tested in sections, and special provision must be made for including all joints and connections in at least one test. All roughing-in tests shall be made with water. The inspector shall be called when the work is complete; no test will be required but final inspection shall be made. After the Plumbing Inspector has made final inspection, if the work is found to be in accordance with this ordinance there shall be issued to the person to whom the permit was granted a certificate of approval signed by the Plumbing Inspector.

Section 16. The Plumbing Inspector shall be notified promptly by the plumber in charge when the plumbing and drainage work of any building, or portion thereof, is complete and ready for inspection and testing; and inspection and testing shall be made as soon as practicable after such notification, and if any system is altered, repaired, added to, or installed and covered without being inspected and approved by the Plumbing Inspector, it shall be uncovered by examination and inspection at the direction of said Inspector, at the expense of the plumber.

Section 17. (1) Where any defective work is installed and removal is ordered by the Inspector an extra inspection fee of $2.00 will be charged for the second test and inspection.

(2) Where an addition is added to any job and stack carried to roof, said job must be tested by water and final test.

(3) All old jobs where stacks are in and an extra fixture or fixtures are added to old stack, without an additional stack, said work must be inspected before covering up, and at completion of said job there shall be final inspection, and all such work or jobs shall conform with all requirements of this ordinance.

(4) All short hopper closets where said closet traps are tested with water, such jobs are required to stand inspection at completion of said job.

(5) All jobs shall be tested both by water and final inspection except those otherwise specified.

(6) Testing and inspection must be made at completion of roughing-in and again at completion of any job.

(7) In special cases inspection may be deferred for a length of time not to exceed forty-eight hours.

(8) All traps to minor fixtures shall be inspected but not tested when such traps come under repairs.

(9) All firms, corporations or persons who are engaged in the plumbing business shall daily notify the Plumbing Inspector of all such traps installed by means of a written notice provided for that purpose, so that the inspector may inspect said jobs and see that the workmanship and material conform with this ordinance.

Section 18. The term Sewer is a general term for any system of horizontal piping used to convey the drainage from any building site to a main, public or private sewer.

Section 19. The term Private Sewer is a main or branch sewer located either on public or private property, not constructed or accepted by the City as a public sewer, which conveys the drainage of one or more buildings to its public outlet.

Section 20. The term House Sewer or Main Drain is a lateral or main drain of the horizontal piping of a house drainage system extending from the house drain to its connection with a main or private sewer and conveying the drainage of one or more buildings located on the same lot.

Section 21. The House Drain is that part of the horizontal piping of the house drainage system which receives the discharge of all soil, waste or other drainage pipes inside the walls of any building and conveys the same to the house sewer or main drain on the outside of the foundation of such building.

Section 22. The term Fixture or Fixtures when used in a general sense applies to all receptacles which receive the house sewerage or waste from which water is used as a flux.

Section 23. A trap is a device so constructed as to prevent the passage of air or gases through a pipe without materially affecting the flow of sewerage or waste water therein.

Section 24. The Seal of the trap is the height of a water column measured between the point of overflow and the dip of division level separating the inlet and outlet of the trap.

Section 25. The Main of any system of horizontal, vertical, or continuous piping is that part of such system which receives the discharge or back vent from fixture outlets, direct or through branch pipes.

Section 26. The Branch of any system of piping is that part of the system which extends horizontally to receive fixture outlets not directly connected with the main.

Section 27. Stack is a term for any vertical line of house drainage piping and its branches.

Section 28. A Soil Pipe is any pipe which conveys the discharge of water closets with or without other fixtures to the house drain.

Section 29. A Waste pipe is any pipe which receives the discharge of any fixture except water closets and conveys the same to the house drain or soil pipes.

Section 30. A Vent pipe is any special pipe provided to ventilate the drainage or plumbing system of piping and to prevent trap syphonage and back pressure.

Section 31. A Back Vent is that part of a vent pipe which connects directly with an individual trap near the fixture and extends either to the main or branch pipe.

Section 32. The Soil or Waste Vent is that part of the main soil or waste pipe above the highest installed branch or fixture outlet connection extending through the roof.

Section 33. A Circuit Vent is a system of venting by which the syphonage and back pressure on the seal of traps is prevented by extending the branch or waste pipe, and connecting them with a main or any auxiliary vent stack when vent stack in conjunction with the main soil or waste vents, complete and forms a continuous air circuit or air vent for each branch so installed.

Section 34. A Loop Vent is a modified circuit vent where the branch or branches of soil or waste pipes of only one floor, having no other fixture or branches installed above them, loop over above the floor line of fixtures with main soil or waste lines.

Section 35. An Auxiliary Vent is an additional stack assisting the main vent which passes through the roof independently.

Section 36. By an Outside Water Closet is meant any closet that is installed in a building detached from any building and not inhabited.

Section 37. The given caliber or size of a pipe is for its standard internal diameter, and the length of a pipe is its developed length taken along its center line.

Section 38. By Roughing-In is meant when all of the work in the building, including house drain, soil and vent stack, waste revent, cleanouts and grounds to fasten fixtures to, are in place.

Section 39. By Final is meant when all fixtures are set and connected to soil waste, vent, revent and supply pipes are ready to use.

Section 40. By Minor Repairs is meant leaks in pipes, traps and cocks, opening up waste pipes, traps and drains through cleanout only, and repairing broken fixtures and frozen water pipes.

Section 41. By Courts is meant a space between building other than a yard and opening from the ground to the sky.

Section 42. Terms not herein specifically defined shall be construed in the manner commonly accepted, and the interpretation of the same will be furnished by the Plumbing Inspector upon application.

Section 43. All plumbing and house drainage connected with the sewer and drainage system of the City of Asheville shall be installed and maintained according to the provisions of this ordinance and not otherwise.

Section 44. Every person, firm or corporation in charge of, owning or controlling any house or building used as a residence or other purpose, shall provide and maintain for each and every house, a sufficient number of separate sanitary toilets of approved type, installed in accordance with the provisions of this ordinance and shall connect the same with the sanitary sewer system of said City and keep the same connected with the water system of said City and in good repair at all times; and when there is a public sewer in any street of said City, every house or building along the same shall be separately and independently connected therewith. Each residence or apartment shall have inside bathing facilities consisting of an installed tub or shower properly connected to water and sewer systems.

Section 45. All interior water closet compartments shall be ventilated by means of window or air shaft, opening into fresh air, which opening shall not be less than 6" round pipe air shaft for one or two closets, 8" for three to six closets. For a larger number of fixtures the air shall be increased in proportion.

Section 46. All water closets shall be supplied with water from special tanks, the water from which is not used for any other purpose; or shall be flushed by flushometers. Closets operated by flushometers may be either top or back inlet, but must have vacuum breakers.

Section 47. Seat operated closets may be installed in places where there is no protection from freezing. The drain from supply pipe shall not be connected into sewer, but shall discharge into a suitable pit of sand or stone of approximately 1/2 cubic foot. This closet shall have a vent through the roof as specified in Section 84 and trap shall not be over 38 from closet, measuring from floor line to top of water seal.

Section 48. A. Water Closets. For commercial and industrial uses, water closets shall be of porcelain enameled iron or vitreous china, inside and out. For general factory use, the flush valve type is recommended. In locations where the room may be exposed to freezing temperature, the vogle type closet is preferable. Existing installations with water closets painted on the outside, may be retained provided they are cleaned and repainted often enough to keep the outside smooth and clean, but should be replaced as early as possible with closets as specified at the beginning of this paragraph.

Water closets shall be provided for each sex and race, plainly marked for "men" and "women", "white" and "colored", in numbers proportionate to the number of persons working at one time, according to the following table, and the number for each sex and race shall be computed separately as follows:

Number of Persons	Closets	Ratio
1 -- 15	1	1 for 15
16 -- 35	2	1 for 17½
36 -- 55	3	1 for 18-1/3
56 -- 80	4	1 for 20
81 -- 110	5	1 for 22
111 -- 150	6	1 for 25
151 -- 190	7	1 for 27½

and thereafter at the rate of one closet to every 30 persons.

Section 48. B. Urinals. Where urinals are used they shall be of the same material as specified for water closets and shall be equipped with means of flushing. Where more than two water closets are required in toilets for men, urinals may be substituted for water closets, provided that the number of water closets shall not be reduced to less than 2/3 the number required.

Section 48. C. Washing Facilities. In or near each toilet, there shall be provided suitable facilities for washing the hands and face. This shall consist of a lavatory of porcelain or enameled iron or vitreous china, with water connections so placed as to permit washing in running water. Where trough lavatories are used the "spray faucet" is recommended. The number of washing faucets or lavatories required shall be half the number of water closets.

Section 48. D. Drinking water. (a) Cool, pure and wholesome water of a quality approved by the North Carolina State Board of Health, shall be supplied at all times in places accessible to employees. (b) The common drinking cup for public use is prohibited. Individual drinking cups, angle-jet fountains or bubbling fountains shall be used in lieu thereof. (c) If individual peper drinking cups are used a suitable container shall be provided for discarded cups.

Section 49. Pan, plunger, offset, washout closet, washout range closet, washout latrines, long hopper closets or the former house trap shall not be allowed in any inhabited building or any premises. Such closets and traps when found to be a nuisance shall be removed or when same are removed for repairs, they shall not again be installed. In alteration work the above mentioned item shall be removed.

Section 50. No person, firm or corporation shall build on any lot or parcel of ground, any vault, catch basin or cess pool for the purpose of receiving any sewerage or waste matter from any house or houses, unless so authorized by the Director of Public Safety in writing. If such permission is granted the house plumbing must conform to all rules and regulations and requirements of this ordinance.

Section 51. All plumbing in streets and alleys shall be done by the City Plumber and subject to the provisions of this ordinance; and no person other than an employee of the City shall be allowed to tear up or disturb any pavement or dig into any street for the purpose of putting in any new plumbing work, or for the purpose of repair or removing any obstruction from any plumbing already in; and no person other than the City Plumber, or someone under his supervision, shall be allowed to tap any sewer or water main without permission of the Director of Public Safety.

Section 52. All connections with any sewer or water main shall be made in the manner and at the place, and under the rules and regulations prescribed from time to time by the City Council. All such connections shall be made direct from the lot and building to be served. No seperate or independent line shall be constructed over and across other property and lots, where connections with mains are accessible and practicable, and provisions for connections have been or may be provided by the City with mains or streets in front of premises proposed to be connected, unless by special permission had, and obtained from the Director of Public Safety.

Section 53. Drains from ice boxes, refrigerators, soda fountains and all other such drains, shall not be connected directly to sewer, but if said waste empty into sewer they shall first discharge into any open water supplied sink. Where such sink is impractical they may discharge into basement type floor drain. Sinks in connection with soda fountains shall be considered a plumbing fixture. All drains from ice boxes and soda fountains shall not be less than one inch galvanized pipe (internal diameter) and of sufficient size if two or more are connected together. Each ice box, soda fountain and refrigerator drain shall be separately trapped as near the inlet as possible. Drains from drinking fountains, water coolers, washing machines, or similar appliances, when connected direct to the sewer shall be connected by means of either an anti-syphon or a properly vented trap, not less than 1-1/4". Such installations shall be inspected.

Section 54. Floor drains for garages and other places where sand and dirt passes through shall consist of a deep seal trap with a back water valve, and a removable perforated cover or a 4" soil pipe tee inverted and used in a concrete sand pit. Trap to be so constructed as to catch the dirt and sand; all floor drains in basement shall be of deep seal pattern with back water valve. Floor drains for shower stalls and bath rooms shall be of deep seal pattern with large brass strainer with proper flange to receive the marble, tile or cement floor. All patterns or floor drains must be approved by the Plumbing Inspector and comply with the foregoing regulations. All shower stalls shall be provided with a receptor approved by the Plumbing Inspector, or a lead pan installed in a manner approved by the Plumbing Inspector. For shower cabinets with pre-cast or metal receptor, regular soil P trap will be allowed if not over 3' from vent.

Section 55. Area drains of not more than one hundred square feet may be connected to the sewer and must be the same as that specified for garages; before connecting any area drains to the sewer, permission must first be obtained from the Plumbing Inspector.

Section 56. No steam or blowoff from a steam boiler shall connect with any soil or waste pipe, or directly with sewer; they may discharge into a tank or condensor; said tank or condensor may empty into sewer if properly trapped and vented.

Section 57. When any building is vacated and the traps emptied, they shall be refilled with oil of a type that will not evaporate.

Section 58. All water supply pipes in houses or connected to the City's water main must be galvanized iron, brass or copper and so arranged that said pipes may be completely drained by the opening of valves. Water piping that is to be concealed must be inspected under pressure at time of roughing inspection. The minimum size of water service pipes from water main to building shall be 3/4" and must extend full size to range boiler. Size of service pipes shall not be less than as follows:

1 to 10 fixtures	3/4"	11 to 20 fixtures	1"	21 to 35 fixtures	1¼"
36 to 50	1½"	51 to 100	2"		

No pipe or fittings that have been used for other purposes shall be used for distributing water.

Section 59. Relief Valves. There shall be installed on all range boilers and hot water tanks, a relief valve constructed of non-corrosive metal and set to relieve at a pressure of not more than 200 pounds. This relief valve must be screwed directly in a tee in hot or cold water line and so located that discharge line from it will not create a hazard. There must not be any valve or cut off between tank and relief valve. All relief valves must be approved by plumbing inspector.

Section 60. All main sewer lines from house to street in said City shall be laid with four inch standard soil pipe, which shall be caulked with lead andoakum; no water test will be required for this line but same will be inspected by the City Plumbing Inspector.

Section 61. The arrangement of all soil and waste pipe shall be as direct as possible, and all materials shall be of good quality and free from defects, and installed in a thorough and workmanlike manner.

Section 62. All soil and waste pipe must be of cast iron run with a grade of not less than 1/4" to the foot, and when closets discharge into it the soil pipe shall not be less than four inches in diameter. All changes in directions must be made with long curve bends or long sweep fittings or 1/8" bends, 1/4" bends are permitted at the top of vertical lines or under closets where lead stubs are used. Cleanouts shall be installed at or near the base of all stacks; they may be in Y's or combinations or test tees may be used. All sink lines 5 feet or more in length shall have clean out in accessible place. Tapped tees may be used as cleanouts.

Section 63. Every vertical soil or vent pipe shall extend at least six inches above the roof, measuring from upper side of the pipe, and must be at least fifteen feet distant from any window or opening to room or adjoining property, except where measuring from top of window around eave of roof to top of vent, this distence must not be less than five (5) feet.

Section 64. All joints in iron drain pipes, both soil and waste pipes, shall be so filled with oakum and lead and hand caulked as to make them water-tight. All horizontal lines of cast iron soil, waste and vent pipes shall be supported with suitable hangers not more than eight (8) feet apart.

Section 65. All cast-iron pipes and fittings must be sound and smooth and of uniform thickness of the trade known in the trade as extra heavy, the pipe including the hub shall not weigh approximately less than the following per lineal foot: Two inch, 5½ pounds; three-inch, 9½ pounds; four-inch, 13 pounds; five-inch, 17 pounds; six-inch, 20 pounds, eight-inch, 33-1/3 pounds.

Section 66. No four-inch soil or waste lines shall carry more than eighteen water closets, or its equal in smaller branches.

Section 67. Fifteen 1½" openings shall count as one four-inch opening. Ten 1½ inch openings shall count as one four-inch opening. Five 2-inch openings shall count as one-four-inch opening. Three 3-inch openings shall count as one four-inch opening.

Section 68. Screw pipe or Durham work is allowed when installed throughout job only on commercial or public buildings, and otherwise as specified below. Only drainage fittings of degree herein specified for soil pipe may be used. All pipe must be reamed and screwed into fitting so as to have a perfect shoulder. When screw pipe or Durham is installed, drains underground shall be cast-iron soil pipe and fittings. On new construction, screw pipe or drainage work will be allowed only on exposed vertical waste lines, or on horizontal waste arms not over three feet in length measured to trap, above same floor where fixtures occur which these arms serve; Waste lines up to the point where arms branch off must be either lead with waste and vent tees wiped on or of soil pipe except in cases where arms waste into vents from other fixtures. In store buildings or other finished rooms, horizontal waste lines hung on ceilings may be screw pipe.

Section 69. All horizontal lines of soil pipe thirty or more feet in length must continue on through roof undiminished in size; a vertical line twenty feet or more in length must continue through roof undiminished in size. In no case shall closet or closets be more than thirty feet including the vertical and horizontal run from main soil line.

Section 70. All offsets in soil or waste line shall be made with bends not greater then sixty degrees or long sweep bends. Regular offsets or short quarter bends may be used on vent pipes when it is not practical to use fittings of less degree. No double hub or sleeve fittings will be allowed in soil or waste lines. Side inlet soil fittings may be used where practical; if heel inlet fittings are used, heel must be upright or fitting must be of the high inlet type. Tapped tees may be used in vertical stacks for horizontal arms not over three feet in length. Sissom joints or Tucker fittings may be used for cut in work.

Section 71. All fittings, such as split fittings, sand holes or porous fittings, nor any other than sound and whole, shall be used in any soil, waste or vent pipes, or revent pipes, and if used they shall be at once removed by order of the Plumbing Inspector. No paraffin, rosin, coil tar, putty, gas fitters, or other cement will be allowed in making a joint or to cover defects. The use of band or saddle openings or tapped openings, other than regular fittings shall not be permitted.

Section 72. When lead pipe is used to connect fixtures to soil or waste pipe or to connect traps with vent pipe it must not be lighter then D pipe.

Section 73. All lead pipes and bends must be extra heavy of the following weights:

1½ inch, three and one-half pounds per foot
2 inch, five pounds per foot
3 inch, six pounds per foot
4 inch, eight pounds per foot

Section 74. All urinals places in public or private buildings shall be of a sanitary pattern of either vitreous or iron enamel, or duraclay; urinals set on a marble or slate back shall have corresponding material for foot slab. Where wall urinals are used wall must be of non-absorbent material.

Section 75. Rain water leaders shall not be used as soil, waste or vent pipes, and in no case shall rain water leaders be connected to the City sewer.

Section 76. All traps under sinks, lavatories, laundry trays, and bath tubs and for all plumbing fixtures must be protected from syphonage and waste pipes leading from them must be ventilated by special air pipe and in no case shall they be less than as follows: Two-inch pipe for water closet; one and one-quarter inch pipe for one lavatory; two to four lavatories, one and one-half inch pipe; five or more lavatories, two inch pipe; for sinks, bath tubs, laundry trays, urinals, vents must be one and one-half inch pipe for one or two of these fixtures, and for three or more of these fixtures the vent must be two inches in diameter. All vents must be cast iron or galvanized iron or lead pipe same size as traps, except water closets. All wastes shall be the same size as vents specified above, except as follows: lavatory wastes shall be 1¼" with 1½" traps permitted to wall or floor line; where kitchen sink and tub waste enter the same line, it shall not be less than two inches.

All pedestal slop sinks and stall urinals shall have same size waste as manufecturers opening. All cuspidors and drinking fountains shall be provided with traps and vents as hereinbefore specified for lavatories. Waste shall not be less than 1¼".

One two inch vent line shall not re-vent more than six closets or the equivalent in other fixtures. Wet vents are permitted to be used for tubs, lavatories, sinks, laundry trays and closets, when installed on same floor. Brass waste and vent tees are permitted; screw traps or solder bushing or solder rings may be used. No trap shall be more than three feet from its vent, except as specified in section 84 for closets. No horizontal vent shall be more than three feet long below overflow point of fixture which it serves, except wet vents which may be five feet.

Section 77. Overflow pipes from fixtures shall be connected on inlet side of trap.

Section 78. All vents and revents may be connected together and re-enter main vent not less than six inches above the highest fixtures and in no case shall any vent or revent be connected together below any fixture that they may serve as a revent.

Section 79. No waste or vent pipe shall be allowed to enter or be taken from the heel of a lead bend below the level of the horizontal portion of said bend.

Section 80. All horizontal lead waste and vent pipes up to and including two inches in diameter, connecting together, must do so at an angle of not less than 60 degrees. All horizontal lines of lead pipe over one foot in length must be securely supported every twelve inches.

Section 81. There shall be dead wood or backings behind all hanging fixtures to give solid support for same.

Section 82. Where vent pipes extend through roof, they shall be flashed with a heavy galvanized iron flashing not less than 26 gauge, with lead ring caulked to pipes, or a flashing made of sheet lead or copper may be used, the lead to weigh not less than four pounds per square foot and said copper to weigh not less than sixteen ounces per square foot.

Section 83. All cleanouts shall be the same diameter as pipe which they serve, but need not be larger than four inches; they shall be extra heavy cast iron body with plugs with standard pipe threads.

Section 84. Any building which has a water closet must have at least one 4" stack through the roof. Where one or two closets are connected to soil line, either horizontal or vertical, and not over five feet from soil line, neither of them need be revented. Where three closets are on vertical line and neither over five feet from stack, no revent is required. On installations which do not come within the above, a 2" vent shall be taken from lead bend or soil line not more than three feet from closet at floor line. On battery installations with three or more closets in a battery, see accompanying drawings.

Ten minor fixtures may be installed on 4" stack above closets without reventing closets below. Two minor fixtures may be connected to stack without a revent, when not over three feet away and not more than one closet above them. Where two 1½" wastes enter the same line on separate floors, such line and its vent shall not be less than 2".

Section 85. All connections between lead and iron must be made with an extra heavy brass ferrule or solder nipple same size in diameter as the lead. All brass ferrules and solder nipples shall be of sufficient length to leave wiped joint clear of caulked joint. All joints between lead and lead, lead and brass must be made with a wiped joint. All cleanout screws on lead traps must be wiped and in no case will a solder or overcast joint be allowed. No joints made with a soldering iron or torch, known to the trade as overcast joints, sweat joints or blow joints, will be allowed on any soil, waste, vent, revent or supply pipe connection.

Section 86. In no case will a washer or slip joint be allowed on the sewer side of any trap or connection.

Section 87. Anti-syphon traps may be used when it is impracticable to vent; before one of the above-mentioned traps can be installed, permission must be obtained from the Plumbing Inspector. All makes of anti-syphon traps must first be approved by the Examining Board.

Section 88. All closets within a house or building shall be set on lead bends or stubs and said bends or stubs shall have extra heavy brass ferrules wiped on and caulked into bell of soil fitting. Before setting closet bowl, a brass floor ring must be heavily soldered to lead bend with regular brass closet bolts firmly fastened to said brass ring. All closet bowls must be set in putty and white lead, or other suitable preperation, and in all cases securely fastened to floor with brass closet screws.

Section 89. Traps for bath tubs shall be either lead P or running traps or drum traps; lead traps shall weigh not less than three and one-half pounds per running foot and shall not be less than one and one-half inch internal diameter; handmade P or S traps will not be allowed. Drum traps shall not be less than four by eight inches and weigh not less than eight pounds per running foot; all drum traps shall have at least three-inch seal; inlet and outlet shall be connected at bottom portion of traps.

Section 90. Every water closet, urinal, sink, basin, wash tray, bath and every tub, set of tubs and hydrant waste pipes and every area and court yard drain connected with a sewer shall be separately and effectively trapped.

Section 91. Traps shall be placed as near the fixture as practicable and in no case shall a

trap be more than two feet from the fixture except as to outside closets.

Section 92. All waste pipes from fixtures, other than water closets, shall be proved at the inlet of such fixtures with strong metallic strainers to exclude from such waste pipes all substances likely to obstruct them.

Section 93. In no case shall the waste from bath tub or other fixtures be connected with the water closet trap.

Section 94. Any person, firm or corporation, violating or failing, refusing or neglecting to comply with any provision or requirement of any section of this ordinance, shall be subject to a penalty of fifty ($50.00) dollars for each and every offense; and each day that any breach or violation of any provision, or any failure to comply with any requirement of any section hereof, is allowed to continue, shall constitute a separate and distinct offense.

Section 95. This ordinance repeals all previous ordinances to regulate plumbing within the City of Asheville.

I move the adoption of the foregoing ordinance, this 7 day of November, 1946.

C. Fred Brown
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 21 day of November, 1946, to become effective 6 day of December, 1946.

L. Lyons Lee
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

Resolution authorizing the Mayor to execute quit-claim deed to Fred Simpson was upon motion of Councilman Felder, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 378.

There being no further business, the meeting was on motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 28, 1946 -- 4:30 P. M.

Because of lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 5, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, December 5, 1946, at 4:30 P. M. with Vice-Mayor Holmes Bryson presiding. Present: Councilmen Earl W. Eller, H. M. Felder, C. Fred Brown, F. M. Mulvaney, O. E. Sternes, City Manager P. M. Burdette, Corporation Counsel Robert W. Wells, and Vice-Mayor Holmes Bryson.

The minutes of the previous meeting were read and approved.

Resolution appointing an advisory board of six members and an appeal board of five members in accordance with Ordinance 310, Section 2, was upon motion of Councilman Felder, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 379

Resolution authorizing the Mayor to enter into lease with Paul Boling was on motion of Councilman Sternes, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 380.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made and entered into this 5 day of December, 1946, by and between the CITY OF ASHEVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of North Caroline, party of the first part, and PAUL BOLING, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part the following property:

Being that certain real property located in Ward 5 at the junction of the mouth of Hominy Creek and the French Broad River that was formerly enclosed by a fence and used as a sand drag by the City of Asheville

That the party of the first part hereby grants the exclusive right for the purpose of operating a sand drag or other sand operations within the following boundary:

Beginning at the Amboy Road gate, and running thence with the line of the City of Asheville to the French Broad River, runs thence up said river to Hominy Creek, runs thence up Hominy Creek to the line of the City of Asheville on Brevard Road, thence following the line of the City of Asheville in the general direction that Brevard Road runs to the place of Beginning

upon the following terms and conditions:

(1) That the term of this lease shall be five years, beginning the first day of January, 1947 and expiring the first day of January, 1952.

(2) A. That the party of the second part agrees to pay as rental for said property 2½¢ per cubic yard of sand obtained and sold from said property for the first year of this lease, and for the last four years of this lease 5¢ per cubic yard of sand.

B. That in event the rental aforesaid amounts to less then $600.00 for any one year during the term of this lease the party of the second part shall supplement said rental so that a minimum of $600.00 for said year shall be paid to the party of the first part for each and every year during the term of this lease.

C. That $50.00 of said rental shall be payable on the first day of each and every month during the term of this lease.

D. That at the end of each twelve months period the party of the second part shall submit to the party of the first part a statement showing the total number of cubic yards of sand sold by him during said period and the total amount of rental due the party of the first part in accordance with the rental rate as set out in paragraph (2), section A; and that in event said total amount of rental due is less then $600.00, the rental for said property will be considered satisfied if the provisions of paragraph (2), section C, have been performed; and that in event said total amount of rental due is more than $600.00, the party of the second part shall forthwith pay the party of the first part the difference between said total amount of rental due and $600.00, or the amount paid in accordance with paragraph 2, section C, whichever is less.

E. That the party of the first part shall have the right at any time to audit the books of the party of the second part in order to ascertain the number of cubic yards of sand sold by the party of the second part.

(3) The party of the first part agrees that it will enter into negotiations with the party of the second part for a renewal or extension of this lease at a reasonable time prior to the termination of the present lease, the terms and conditions to be agreed upon at that time, and that such extension or renewal, if desired by the party of the second part, will be accepted or rejected by the party of the first part not later than the expiration of the present lease.

(4) In the event the party of the second part fails to comply with any of the terms and provisions of this lease, then this lease shall become null and void and the party of the first part shall have the right to enter upon said property and take possession thereof.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by L. Lyons Lee, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the party of the second part has hereunto set his hand and seal, this the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By_____
MAYOR

CITY CLERK

_____(SEAL)

APPROVED AS TO FORM:

CORPORATION COUNSEL

There being no further business, the meeting was on motion adjourned.

VICE-MAYOR

CITY CLERK

Thursday, December 12, 1946 -- 4:30 P. M.

Upon motion of Councilman Eller, seconded by Councilman Felder, Councilman O. E. Starnes was appointed to act as Mayor in the absence of Mayor L. Lyons Lee and Vice-Mayor Holmes Bryson. The City Council met in regular session Thursday, December 12, 1946, at 4:30 P. M. with Acting Mayor O. E. Starnes presiding. Present: Councilmen H. M. Felder, F. M. Mulvaney, Earl W. Eller, Acting Mayor O. E. Starnes, City Manager P. M. Purdette, and Corporation Counsel Robert W. Wells.

The minutes of the previous meeting were read and approved.

Resolution approving the rules and regulations for the operation of the Smoke Abatement Department was upon motion of Councilman Mulvaney, seconded by Councilman Felder, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 381.

RULES AND REGULATIONS

FOR THE

SMOKE-ABATEMENT DEPARTMENT

ASHEVILLE, NORTH CAROLINA

REGULATION OF BOILERS, STOKERS, OIL BURNERS, GAS BURNERS, AND CHIMNEYS.

SEC. 1. DEFINITIONS AND GENERAL DATA.

(a) Direct Steam Radiation (D.S.R.) is considered to be the net load or the actual standing installed radiation.

(b) 1 Sq. Ft. of cast-iron column steam radiation is considered to emit 240 B.t.u. per hour.

(c) 1 sq. ft. of cast-iron column hot-water radiation is considered to emit 150 B.t.u. per hour.

(d) 1 Sq. Ft. of cast-iron column steam radiation is considered to be equivalent of 1.6 Sq. Ft. of gravity hot-water radiation.

(e) 1 Sq. Ft. of cast-iron column forced-flow hot-water radiation is considered to emit 172.5 B.t.u. per hour.

(f) 1 Sq. Ft. of cast-iron column steam radiation is considered to be equivalent of 1.39 sq. ft. of forced-flow hot-water radiation.

(g) 1 Sq. Ft. of cast-iron column high-temperature hot-water radiation is considered to emit 187.5 B.t.u. per hour.

(h) 1 Sq. Ft. of cast-iron column steam radiation is considered to be equivalent of 1.28 sq. ft. of high-temperature hot-water radiation.

Note: To reduce square feet of hot-water radiation to steam radiation, divide by the above factors.

To reduce steam radiation to hot-water radiation, multiply by the above factors.

(i) Pipe coils, cast-iron steam wall radiators, or indirect radiation may be reduced to equivalent cast-iron steam radiation by adding 25% to the area of the pipe coils, cast-iron wall radiators, or indirect radiation.

(j) Indirect radiation without a fan may be reduced to cast-iron radiation by adding 50% to the area.

(k) Boiler Horsepower: Boiler H.P. shall be considered to be the evaporation of 34.5 pounds of water from and at 212 deg. F. This approximately equal to 100 square feet of D.S.R. when allowance has been made for pick up, attention factor, and pipe loss.

(l) Heating surfaces shall be construed to mean all boiler surfaces with water on one side and hot gases on the other side, not excepting such surfaces as are covered by arches or tiles used in the furnace construction, and ten (10) square feet of heating surface shall be considered equivalent to one boiler horsepower.

(m) 1 Sq. In. of warm-air leader pipe or duct area is equivalent to 136 B.t.u. per hour for gravity circulation.

(n) 1 Sq. In. of warm-air leader pipe or duct area is equal to 240 B.t.u. per hour for forced-air circulation.

(o) Coils: When water for domestic use is heated by means of coal or water-back in fire box of a heating boiler, or a steam coil in the storage tank, the estimated Net Load shall be increased on the basis of each gallon of storage tank capacity being equivalent to 1½ sq. ft. of steam radiation or 2 sq. ft. of hot-water radiation: i. e., a 100- gallon tank should be figured as equivalent to 150 sq. ft. of steam radiation or 200 sq. ft. of hot-water radiation.

(p) Submerged with Storage Tanks: (Indirect Heaters) When water for domestic use is heated by submerged heater with storage tank, estimate each gallon tank capacity as equivalent to 1½ sq. ft. of steam radiation, or 2 sq. ft. of hot-water radiation.

(q) Submerged Without Storage Tank: For submerged heaters without storage tank, the Net Load shall be increased 2.5 sq. ft. of steam radiation or 3.75 sq. ft. of hot-water radiation for each gallon of water to be heated 100 deg. per hour.

(r) Submerged Steam Coil: Where domestic hot water is heated by steam coils submerged in hot-water storage tank, estimate each gallon tank capacity as equivalent to 4 sq. ft. of steam radiation.

SEC. 2. LOW-PRESSURE HEATING BOILERS

Under Low-Pressure Boilers are included all boilers carrying a pressure not in excess of fifteen pounds per square inch of steam pressure or thirty pounds of water pressure. All low-pressure, cast-iron and steel heating boilers designed for coal or oil shall be selected in accordance with Net Load Recommendations for Heating Boilers as determined by The Heating, Piping, and Air Conditioning Contractors National Association of latest date.

Gas-fired low-pressure boiler and furnace sizes shall be determined according to Formula I and Formula II and ratings published and approved by the American Gas Association.

Formula I. For Boilers: Sq. ft. of radiation installed x selection factor equals A.G.A. output rating.

Selection Factor

Sq. Ft. of Steam Radiation	Selection Factor
Up to 500	1.60
501 to 100	1.55
1001 to 1500	1.50
1501 to 3000	1.45
Above 3000	1.40

Formula II. For Furnaces: B.t.u. Heating Load (in B.t.u. per hr.) x 1.10 equals A.G.A. furnace output rating at bonnet.

Exception: If the installed radiation is not sufficient to supply the heat requirements for the various occupancies, the boiler shall be selected according to the heat loss of the building. If the temperature is other than 70 degrees, the proper correction factor shall be used.

All boilers shall be so set as to permit the subsequent installations of a stoker in accordance with the provisions of this code without major alterations such as pitting, raising the boiler, moving boiler enclosure walls, etc.

SEC. 3. STOKERS - GENERAL

(a) The arrangement, equipment, manner of installation and operation of all stokers hereafter installed for use in connection with heating and power plants, and any subsequent alteration of stoker installations shall conform to the following provisions:

(b) Stoker Defined: The term "stoker" shall, for the purpose of this ordinance, be taken to mean a mechanical device for feeding solid fuel into the combustion chamber of a boiler or furnace used in connection with a heating plant, whether autometically or manually controlled.

(c) Firing Tools: Adequate firing tools shall be provided with each stoker installation. Stokers of less than 75# capacity per hour will be provided with clinker-tongs and poker or slice-bar. Larger stokers will be provided with a substantial slice-bar and hoe or rake. All firing tools must be neatly hung or stored in a convenient and safe location.

(d) Size and Coal-Feed Rating Must be Clearly Shown: Each stoker shall bear a name plate giving its size and coal-feed rating or have such information cast in a location easily accessible in order that the rating of the machine may be obtained by observation.

The Stoker Manufacturers' Assn. uniform rating code, as shown in their Technical Manual, shall be the standard for determination of coal-feed capacity in pounds per hour.

(e) Further Information Must be Given Upon Request: The manufacturer, his representatives, or the seller of the equipment shall supply any information concerning the equipment or its installation, upon request of the Chief Smoke Regulation Engineer.

(f) Installation Must be Accessible for Cleaning Fires, Heating Surfaces and Windbox: The stoker hopper (or other obstructions) must be a sufficient distance from the boiler front to permit full opening of firing doors and flue clean-out doors. If boiler-room space does not permit this, the hopper should be hinged so that it can be swung out of the way when necessary.

If on front installations, which have been pitted, the retort is set too far below the regular fire doors for convenient cleaning, an auxiliary cleanout door, or doors, must be provided near the hearth level. When cleanout doors are near or below floor level on pitted installations, the pit should be made wide enough for the fireman to stand in when cleaning the fire. On wide installations of larger stokers adequate provision must be made for removal of clinker from the far side of the retort without undue disturbance of the firebed. All stokers should be provided with a suitable cleanout at the base of the retort or windbox for removal of fine-coal siftings and the installation should be made so that this cleanout is readily accessible.

(g) Doors: Boiler doors shall be of sufficient size and so located that ash and clinker can be easily removed.

(h) Automatic Controls: 1. Steam Boilers: Each mechanical stoker shall be equipped with at least one (1) approved high-limit control so connected as to shut off power from stoker drive in the event of excessive pressure in the boiler, and one (1) approved low-water cut-off so placed that it will prevent the operation of the stoker when water is too low in the boiler. The maximum range of the steam-pressure

re boiler or a steam-heating system using Cast-Iron radiators will not exceed 15#. No steam-pressure gauge will be removed or left off a boiler to make room for a pressure control. Both the indicating type and pressure control will be connected to a boiler automatically fired.

3. Hot Water Boilers: Hot-water high-limit controls must be of an approved type installed in the boiler or in or on a header within three (3) feet of the boiler. On forced hot-water systems this control must be between any device intended to restrict and control the flow of water in the boiler.

4. Warm-Air Furnaces: Approved warm-air limit controls will be installed in the furnace bonnet, hood, or warm-air plenum chamber, in a position that will permit the direct heat rays from the furnace fire or pain from to strike the thermal element of the limit control, but with the element no closer than six (6) inches of the furnace body.

5) Electric Wiring and Equipment: Electric wiring and equipment in connection with stoker installed or shall be installed in accordance with the provisions of the Electrical Inspection Department of the City of Asheville. The low-water cut-off switch and high limit controls shall break the line voltage supply to the coal feed and shall break the "hot" wire of a 110-volt grounded neutral power supply to the stoker. Disconnect switch with fuses at a convenient point in the furnace room.

6) Operating Instructions: An instruction card or booklet giving simple detailed instructions in the proper operation, adjustment and lubrication of each stoker will be installed at a convenient location in the furnace room.

SEC. 4. STOKERS - MINIMUM SETTING HEIGHTS

a) Steel Boilers: Stokers for steel boilers shall be set so that the minimum clear height from tuyere or grate to lowest heating surface shall be not less than required by the following table: (When necessary the stoker shall be pitted or the boiler raised the necessary amount to provide the required head room.)

(b) Preferred Furnace Heights for Stoker Settings:

Boiler Capacity --B.T.U. per Hr.-- Min.	Max.	Steel Boilers, --------in.-------- Min.	Pref.	Cast-Iron Boilers --------in.-------- Min.	Pref.
100	150	27	33	21	24
150	250	30	36	24	28
250	500	36	42	27	32
500	800	40	48	30	36
800	1200	44	54	..	..
1200	1800	48	60	..	..
1800	2400	60	72	..	..

(b) These head rooms are not intended for warm-air furnaces, where more than ample space is usually available.

(c) Water-Tube Boilers: Water-tube boilers of the bent-tube, three-drum, Stirling type, inclined or of any type where the slope of the lower or front row of tubes is less than 30 degrees from the horizontal, shall be set so that there is a minimum distance of 72 inches from the top of the stoker iron work to the nearest heating surface of the boiler proper.

Water-tube boilers of the bent-tube, four-drum, Stirling type, or any type where the slope of the lower or front row of tubes is more than 30 degrees from the horizontal, shall be set so there is a minimum distance of 42 inches from the top of the stoker iron work to the nearest heating surface of the boiler proper.

SEC. 5. STOKERS - COMBUSTION VOLUME OF FURNACES

(a) Underfeed Stokers: The combustion volume of furnaces fired by underfeed stokers shall be such as to permit a heat release not in excess of 60,000 B.t.u.'s per cu. ft. per hour. In making calculations for combustion volume the volume back of a bridge wall is the product of the distance from the bridge wall to the shell times the width of the furnace times the distance from the front of the bridge wall to the back of the furnace. This can be added to the volume in front of the bridge wall. Necessary combustion volume will be obtained by raising the boiler, by pitting under the boiler, or by the use of a Dutch oven.

(b) Over-Feed or Spreader Stokers: Combustion volume of furnaces fired by over-feed or spreader stokers shall be such as to permit a heat release not in excess of 30,000 B.t.u.'s per cu. ft. per hour, except when the installation is equipped with an approved fly-ash collector. In no case, however, may the heat release exceed 50,000 B.t.u.'s per cu. ft. per hour.

SEC. 6. STOKER FIREPOX OBSTRUCTIONS

(a) The clear height of steel downdraft boilers shall be measured to the bottom of the water grates unless all but one or two tubes on each side are removed. (These tubes are left in to insure circulation).

(b) The clearance height shall be measured to the bottom of the water grates for cast-iron downdraft boilers.

(c) Drop Arches: Boilers having a drop arch from the top of the furnace and a distance less than 18" in a horizontal direction of gas flow from the nearest margin of the tuyere shall have a clear height from the top of the tuyere to the drop arch, which shall not be less than 66-2/3% of the required clear height in the furnace, and the opening shall in no way be restricted.

(d) Portable Firebox Boilers: In this type boiler the top of the dead plate shall be located below the lowest tube in the flue sheet, a distance of at least 25% of the required head room, or a distance great enough to prevent the firebed from blocking the lowest tube in the flue sheet.

SEC. 7. SIZING STOKERS (To be revised by S.M.A)

(a) Underfeed stokers for boilers shall be sized according to the Capacity Tables on pages 12 and 13 hereof.

(b) First calculate the load as direct standing radiation, developed horse power or B.t.u.

per hour at bonnet or nozzle and then select stoker size from the table.

Exception: In no case shall the stoker be sized for less than 100% of the boiler or furnace rating.

SEC. 8. STOKER INSTALLATIONS

(a) Bituminous Underfeed stokers without air cooled hearth

1. When the stoker has been leveled and set in the proper place, brick up openings where the stoker passes through the furnace or boiler base. The openings are to be closed with a common brick wall at least 4" thick, and laid solidly in mortar.

2. With warm air furnace installations, keep metal parts of the stoker from contact with the brick work or furnace. This is done by using 6" of sawdust or shavings, cement, or asbestocel, or other fire-resisting and shock-absorbing material around the stoker parts entering the furnace base.

3. After all openings in the base of the furnace or boiler are bricked up, a loose filling is placed around the retort base and windbox. The filling must be packed down to form a firm base for the refractory hearth. Use broken stones, brick or gravel for this fill. Do not cover the filling with mortar. The top of the fill should be at such level as to accommodate a refractory hearth from 2" to 4" [illegible]

STOKER CAPACITY TABLE

Load on Boiler or Furnace 1000

Btu Per Hr.	£ EDR. Steam	££ EDR. Hot Water	Boiler H.P.	POUNDS OF COAL REQUIRED PER HOUR WITH B.T.U. VALUES COAL* AS SHOWN BELOW ("As Fired" BASIS) 7500	8000	8500	9000	9500	10000	10500	11000	11500	12000	12500	13000	13500	14000
100	417	667	3.0	20.5	19.2	18.1	17.1	16.2	15.4	14.6	14.0	13.4	12.8	12.3	11.8	11.4	11.0
120	500	800	3.6	24.6	23.1	21.7	20.5	19.4	18.5	17.6	16.8	16.1	15.4	14.8	14.2	13.7	13.2
140	583	933	4.2	28.7	26.9	25.3	23.9	22.7	21.5	20.5	19.6	18.7	18.0	17.2	16.6	16.0	15.4
160	667	1067	4.8	32.8	30.8	29.0	27.4	25.9	24.6	23.4	22.4	21.6	20.5	19.7	18.9	18.2	17.6
180	750	1200	5.4	36.9	34.6	32.6	30.8	29.2	27.7	26.4	25.2	24.1	23.1	22.1	21.3	20.5	19.8
200	833	1333	6.0	41.0	38.5	36.2	34.2	32.4	30.8	29.3	28.0	26.8	25.6	24.6	23.7	22.8	22.0
220	917	1467	6.6	45.2	42.3	39.8	37.6	35.6	33.8	32.2	30.8	29.4	27.8	27.1	26.0	25.1	24.2
240	1000	1600	7.2	49.3	46.2	43.5	41.0	38.9	36.9	35.2	33.6	32.1	30.8	29.5	28.4	27.4	26.4
260	1083	1733	7.8	53.4	50.0	47.1	44.5	42.1	40.0	38.1	36.4	34.8	33.3	32.0	30.8	29.6	28.6
280	1167	1867	8.4	57.5	53.8	50.7	47.8	45.4	43.0	41.0	39.2	37.4	36.0	34.4	33.2	32.0	30.8
300	1250	2000	9.0	61.5	57.7	54.3	51.3	48.6	46.2	44.0	42.0	40.2	38.5	36.9	35.5	34.2	33.0
320	1333	2133	9.6	65.7	61.5	58.0	54.8	51.8	49.2	46.8	44.8	43.2	41.0	39.4	37.8	36.4	35.2
340	1417	2267	10.1	69.8	65.4	61.5	58.1	55.1	52.3	49.8	47.6	45.5	43.6	41.8	40.2	38.8	37.4
360	1500	2400	10.7	73.9	69.4	65.2	61.6	58.4	55.4	52.8	50.4	48.2	46.2	44.2	42.6	41.0	39.6
380	1583	2533	11.3	78.0	73.2	68.8	65.0	61.5	58.5	55.7	53.2	50.9	48.7	46.8	45.0	43.3	41.8
400	1667	2667	11.9	82.1	77.0	72.4	68.4	64.8	61.6	58.6	56.0	53.6	51.2	49.2	47.4	45.6	44.0
420	1750	2800	12.5	86.2	80.8	76.0	71.8	68.0	64.6	61.5	58.8	56.2	53.8	51.7	49.7	47.9	46.2
440	1833	2933	13.1	90.4	84.6	79.6	75.2	71.2	67.6	64.4	61.6	58.8	56.4	54.2	52.0	50.2	48.4
460	1917	3067	13.7	94.5	88.5	84.3	78.7	74.5	70.8	67.4	64.3	61.5	59.0	56.6	54.5	52.5	50.6
480	2000	3200	14.3	98.5	92.4	87.0	82.0	77.8	73.8	70.4	67.2	64.2	61.6	59.0	56.8	54.8	52.8
500	2083	3333	14.9	108	96.2	90.5	85.5	80.8	76.8	73.3	70.0	66.8	64.2	61.5	59.2	57.0	55.0
520	2167	3467	15.5	108	100	94.2	89.0	84.2	80.0	76.2	72.8	69.6	66.6	64.0	61.6	59.2	57.2
540	2250	3600	16.1	111	104	97.7	92.3	87.4	83.1	79.1	75.5	72.3	69.3	66.5	63.8	61.5	59.3
560	2333	3733	16.7	115	108	101	95.6	90.8	86.0	82.0	78.4	74.8	72.0	68.8	66.4	64.0	61.6
580	2417	3867	17.3	119	112	105	99.2	94.0	89.2	85.0	81.2	77.6	74.4	71.4	68.7	66.2	63.8
600	2500	4000	17.9	123	116	109	103	97.2	92.4	88.0	84.0	80.4	77.0	73.8	71.0	68.4	66.0
620	2583	4133	18.5	127	119	112	106	100	95.4	90.8	86.7	82.9	79.5	76.3	73.4	70.6	68.2
640	2667	4267	19.1	131	123	116	110	104	98.4	93.6	89.6	85.4	82.0	78.8	75.6	72.8	70.4
660	2750	4400	19.7	135	127	119	113	107	101	96.7	92.3	88.4	84.6	81.2	78.1	75.2	72.5
680	2833	4533	20.3	140	131	123	116	110	105	100	95.2	91.0	87.2	83.6	80.4	77.6	74.8
700	2917	4667	20.9	144	135	127	120	113	108	103	97.9	93.7	89.8	86.2	82.8	79.8	76.9
750	3125	5000	22.4	154	144	136	128	121	115	110	105	100	96.2	92.3	88.7	85.5	82.4
800	3333	5333	23.9	164	154	145	137	130	123	117	112	107	102	98.4	94.8	91.2	88.0
850	3541	5667	25.4	174	164	154	145	138	131	125	119	114	109	105	101	96.9	93.4
900	3750	6000	26.8	185	173	163	154	146	138	132	126	120	115	111	107	103	98.8
950°	3958	6333	28.4	181	170	160	151	143	136	129	123	118	113	109	104	100	96.9°
1000	4167	6667	29.9	191	178	168	159	150	143	136	130	125	120	115	111	107	
1050	4375	7000	31.4	200	187	177	167	158	150	143	136	130	125	121	116	111	
1100	4583	7333	32.9	210	196	185	175	165	157	150	143	137	131	126	122	117	
1150	4791	7667	34.3	219	205	193	183	173	164	157	149	143	137	131	126	122	
1200	5000	8000	35.8	229	214	202	191	181	171	163	156	149	143	137	132	127	122
1250	5208	8333	37.3	238	223	210	198	188	179	170	162	155	149	142	137	132	128
1300	5417	8667	38.8	248	232	218	206	196	186	177	169	162	155	149	143	138	133
1350	5625	9000	40.3	257	241	227	214	203	193	184	175	168	161	154	148	143	138
1400	5833	9333	41.8	267	250	235	222	211	200	191	182	174	167	160	154	148	143
1450	6041	9667	43.3	276	259	244	230	218	207	197	188	180	173	166	159	154	148
1500	6250	10000	44.8	286	268	252	238	226	214	204	195	186	179	172	165	159	153
1550	6458	10333	46.3	295	277	261	246	233	222	212	201	193	185	177	170	164	158
1600	6667	10667	47.8	305	286	269	254	241	229	219	208	199	191	183	176	169	163
1650	6875	11000	49.3	314	295	277	262	248	236	224	214	205	196	189	181	175	168
1700	7083	11333	50.7	324	304	286	270	256	243	231	221	211	202	194	187	180	174
1750	7291	11667	52.2	334	312	294	278	263	250	238	227	217	208	200	192	185	179
1800	7500	12000	53.7	343	322	302	286	271	257	245	234	224	214	206	198	190	184
1850	7708	12333	55.2	352	330	311	294	278	264	252	240	230	220	212	203	196	189
1900	7916	12667	56.7	362	339	319	302	286	272	259	247	236	226	217	209	201	194
1950	8125	13000	58.2	372	348	328	310	293	279	265	253	242	232	223	214	206	199
2000	8333	13333	59.7	381	357	336	317	301	286	272	260	249	238	229	220	212	204
2050	8541	13667	61.2	390	366	345	326	309	293	279	266	255	244	235	225	217	209
2100	8750	14000	62.7	400	375	353	333	316	300	286	273	261	250	240	231	222	214
2150	8958	14333	64.2	410	384	362	342	323	307	293	280	267	256	246	237	228	220

* Based upon 68% efficiency for loads up to 900,000 Btu per hour, 70% for loads above 900,000 Btu. Corrections must be made for boilers and furnaces operating at other efficiencies.

£ E.D.R. = Standing radiation (standard 240 Btu emission) plus 1/3 allowance for piping and pickup factor.

££ E.D.R. = Standing radiation (gravity circulation 150 Btu emission) plus 1/3 allowance for piping and pickup factor.

Over

hearth approximately 3/4 inch to 1" below the top of the tuyere (depending upon the tuyere design and the location of outer ports). The hearth may be constructed of hydraulic refractories not less than 2" thick or plastic refractories not less

...ller with a steam-heating system. Cast-iron radiators will not exceed 15 h. No steam-pressure ... will be provided or left in a boiler to make room for a pressure control. Both the indicating ... and pressure control will be connected to a boiler automatically fired.

2. Hot-Water Types: Hot-water high-limit controls must be of an approved type installed in the boiler or in or on a header within three (3) feet of the boiler. On forced hot-water systems this control must be between any device intended to restrict and control the flow of water in the boiler.

3. Warm-Air Furnaces: Approved warm-air limit controls will be installed in the furnace jacket, hood, or warm-air plenum chamber, in a position that will permit the direct heat rays from the furnace fire or main drum to strike the thermal element of the limit control, but with the element no closer than six (6) inches to the furnace body.

(d) Electric Wiring and Equipment: Electric wiring and equipment in connection with stoker installations shall be installed in accordance with the provisions of the Electrical Inspection Department of the City of Asheville. The low-water cut-off switch and high limit controls shall break the line wire supplying the motor and shall break the "hot" wire of a 110-volt grounded neutral power supply system to the stoker. Disconnect switch with fuses at a convenient point in the furnace room.

(e) Operating Instructions: An instruction card or booklet giving simple detailed instructions in the proper operation, adjustment and lubrication of each stoker will be installed at a convenient location in the furnace room.

SEC. 4. STOKERS - MINIMUM SETTING HEIGHTS

(a) Stoker ... furnace to ... the stoker shall ...

... (b) The ... usually available.

(c) The ... being or of equivalent, shall ... work to the ...

... letter-type ... longer in front ... distance of 6" ... ber.

SEC. 5.

(e) The ... such as to permit ... lation for ... bridge wall to the ... wall to the back ... combustion volume ... hitch oven.

(b) Overfeed ... spreader stokers ... per hour, except ... ever, may the ...

SEC. 6.

(a) The ... grates unless all ... culation).

(b) The ... downdraft boilers.

(c) Dro... than 18" in a horiz... height from the top ... clear height in the ...

(d) For ... below the lowest ti... tance great enough ...

SEC. 7.

(a) Underfeed stokers for boilers shall be sized according to the Capacity Tables on pages 12 and 13 hereof.

(b) First calculate the load as direct standing radiation, developed horse power or B.t.u.

STOKER CAPACITY TABLE

Load or Boiler or Furnace Rating				POUNDS OF COAL REQUIRED PER HOUR WITH B.T.U. VALUES COAL AS SHOWN BELOW ("As Fired" BASIS)												
Sq. Ft. Steam	I=B=R Sq. Ft. Steam	Sq. Ft. Heat Absorption	Boiler or Furnace H.P.	7500	8000	8500	9000	9500	10000	10500	11000	11500	12000	12500	13000	13500	14000
100																
150																
200																
250																
300																
400																
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11600																
11700																
11800																
11900																
12000																

... base upon 70% efficiency. Corrections must be made for boilers and furnaces operating at other efficiencies.

1. S.S.R. - Standing radiation (square feet EDR exhibited) plus 1/3 allowance for piping and pickup factor.

2. S.D.H. - Standing radiation (gravity circulation sq. ft. EDR exhibited) plus 1/3 allowance for piping and pickup factor.

...oiler or a steam-heating system using Cast-iron radiators will not exceed 15#. No steam-pressure ...ge will be removed or left off a boiler to make room for a pressure control. Both the indicating ...ge or pressure control will be connected to a boiler automatically fired.

2. Hot Water Heaters: Hot-water high-limit controls must be of an approved type installed in the boiler or in or on a heater within three (3) feet of the boiler. On forced hot-water systems this control must be between any device intended to restrict and control the flow of water in the boiler.

3. Warm-Air Furnaces: Approved warm-air limit controls will be installed in the furnace bonnet, hood, or warm-air plenum chamber, in a position that will permit the direct heat rays from the furnace body or main drum to strike the thermal element of the limit control, but with the element no closer than six (6) inches of the furnace body.

(c) Electric Wiring and Equipment: Electric wiring and equipment in connection with stoker installations shall be installed in accordance with the provisions of the Electrical Inspection Department of the City of Asheville. The low-water cut-off switch and high limit controls shall break the line voltage supplying the feed unit and shall break the "hot" wire of a 110-volt grounded neutral power supply ...g the stoker. Disconnect switch with fuses at a convenient point in the furnace room.

(d) Operating Instructions: An instruction card or booklet giving simple detailed instructions ...the proper operation, adjustment and lubrication of each stoker will be installed at a convenient lo... in the furnace room.

SEC. 4. STOKING - MINIMUM CUTTING IN LIGHTS

(a) Cut-in ...
...ystem to ... cut-in ...
the stoker ...

...

...

...than 2" thick. Sufficient time should be allowed for air setting before the stoker is fired, when hydraulic refractories are used.

4. In warm-air furnaces, the stoker should be set so that the top of the refractory hearth will be approximately at the original grate level.

(b) Bituminous underfeed stokers with air-cooled hearth:

1. Small stokers with which dead plates are not provided may be installed with an air-cooled refractory hearth. The air-cooled hearth must be adequately supported and constructed in such a manner that the air space below it is sealed air tight from the combustion space above it.

2. On all dead-plate installations, the dead plates must be set so that they are air-tight. Live plates must be set with air tight joints so that air will penetrate only through the ports provided for that purpose. Closely-fitting cleanout doors should be provided in the plenum chamber under the plates.

(c) All bituminous underfeed stokers: (Note: the following standards are supplementary to those provided under (a) and (b) above.)

1. The hearth must be level immediately around the tuyeres for a distance of at least one-half the retort width or diameter except that in installations where firebox dimensions prohibit this practice as much level hearth area as possible must be provided. This is to prevent clinker from running into the tuyere and sealing the air slots. Beyond the required flat area the hearth may or may not be coped up to the sides and corners of the boiler or furnace, depending upon the fuel to be used.

2. When necessary in long firebox boilers, a retaining wall should be installed in order to confine the fuel to the active part of the fire. The space behind the retaining wall must be filled and paved with fire brick or refractory level with the top of the retaining wall unless a cleanout at the rear of the retaining wall permits access for cleaning ashes from that space. Bridge-walls in HRT boilers should be of such height and design as dictated by good practice in individual cases.

3. Firebox Steel Boilers: The stoker should be set in a firebox steel boiler so that the rivets in the water-leg or mudring, are below the dead plates, if the necessary combustion volume, and headroom, can be obtained with such a setting. Otherwise, the rivets should be protected by refractory of sufficient thickness to prevent injury from fire.

4. Pit Installations: On pit installations where the hearth is below the mudring of the boiler, the base should either be removed and replaced with fire brick or protected by fire brick or plastic refractory of sufficient thickness and anchored securely to the base of the boiler. This protection in either case should be carried up to sufficient height and thickness to protect the mudrings of all boilers.

5. Pits: All pits should be lined, both floor and sidewall, with brick or concrete to a thickness of at least four (4) inches. Pits must be of sufficient length and breadth, where possible, to give ample room for cleaning and for accessibility to various mechanisms of the stoker, and for replacing coal screw when necessary.

SEC. 9. OIL BURNERS - GENERAL

(a) Oil burner shall mean any devices designed to burn fuel oil having a flash point of 100-degrees fahrenheit or higher, as determined by the Tag Close Tester in accordance with the method of testing adopted by the American Society for Testing Materials (A.S.T.M. Designation D56-21), and having fuel tanks or containers with a capacity of more than ten gallons connected thereto.

(b) Oil-burning equipment shall include oil burners and all tanks, piping, pumps, control devices, and accessories connected to the burners.

Note: These regulations do not apply to portable burners not requiring connection to a flue, such as oil stoves, oil heaters and oil lamps equipped with a wick or mechanical device, the movement of which is essential to flame adjustment or to such portable apparatus as blow torches, soldering pots, etc.

SEC. 10. OIL BURNERS - CONVERSION INSTALLATIONS - BURNERS EMPLOYING MECHANICAL ATOMIZATION

The following regulations apply to the installation of oil burners in boilers or furnaces originally designed for hand firing, or in which the primary combustion chamber is not an integral part of the boiler or furnace as manufactured.

1. COMBUSTION VOLUME

(a) The total combustion volume is calculated by multiplying the area bounded by the furnace walls at the top of the primary combustion chamber by the distance from the top of the primary combustion chamber to the center of the grates. In installations where the grates have been removed, then the combustion volume is calculated by using the distance from the top of the chamber to the ashpit floor.

(b) The combustion volume on the burner side of the bridge wall shall be not less than 75% of the total combustion volume.

2. DESIGN OF PRIMARY COMBUSTION CHAMBER

(a) The primary combustion chamber is that part of the furnace in which ignition of the fuel

...ignition.

(b) The width and length of the primary combustion chamber shall be such as will allow ... sq. in. per gallon of oil burned per hour.

1. With an angle of atomization up to and including 60 degrees, measured from the vertical, the ratio of the length of the chamber to the width shall be not less than 1.0 to 1.00.

2. With an angle of atomization of 61 degrees to 80 degrees, inclusive, the ratio of the length of the chamber to the width shall be not less than 0.75 to 1.00.

Note: Individual burners may require a larger chamber than these ratios provide. In such cases it shall be incumbent upon the installer to provide a chamber of sufficient size to allow smokeless operation.

(c) Burners shall be set with the following minimum clearance from the centerline of the fuel bed to the floor of the primary combustion chamber.

1. Burners employing pressure atomization, delivering all air through burners as primary air, shall be set as specified in Table No. 1 given below:

TABLE NO. 1

Burner Rate in G.P.H.	Certified H.P. Rating	Height, center of Nozzle to Floor
.50 - 1.35	285 - 380	6"
1.35 - 3.20	385 - 855	7"
3.20 - 4.00	860 - 1140	8"
4.00 - 5.00	1140 - 1430	9"
5.00 - 7.50	1430 - 2140	10"
7.50 - 9.50	2140 - 2715	12"
9.50 -11.00	2715 - 3140	13"
11.00 -13.50	3140 - 3860	14"
13.50 -16.70	3860 - 5140	15"

2. Burners employing Vertical Rotary Atomization: The primary combustion chamber for this type of burner shall be constructed in accordance with the specifications of the burner manufacturer upon his guarantee that it will allow a smokeless operation.

3. Burners employing horizontal rotary atomization, introducing secondary air through checker work in floor of combustion chamber in addition to primary air shall be set as specified in Table No. 2 given on next page.

TABLE NO. 2

Burner Rate in G.P.H.	Certified H.P. Rating	Height, center of Nozzle to Floor
4 - 7	570 - 2000	8"
7 - 15	2000 - 4280	10"
15 - 25	4280 - 7150	12"
25 - 33	7150 - 9430	14"
33 - 45	9430 - 12850	16"
45 - 62	12850 - 17700	20"

Note: In the event no secondary air is introduced the minimum clearance in Table No. 1 shall be used. For larger burning rates plan of primary combustion chamber must be submitted with application.

3. SIZING OF BURNERS - STEAM AND HOT WATER

(a) When the total net load is less than the certified hand-fired rating of the boiler, and greater than 50% thereof, the burner shall be of sufficient size to burn 0.35 gallons of oil per hour for each 100 sq. ft. of the boiler's certified hand-fired rating.

(b) When the total net load is less than 50% of the certified hand-fired rating, the burner shall be of sufficient size to meet the net load plus 70% of the difference between the net load and the certified hand-fired rating of the boiler. The burner shall burn 0.35 gallons of oil per hour for each 100 sq. ft. of load so obtained.

(c) When the total net load exceeds the certified hand-fired rating of the boiler, and is less than 125% thereof, the burner shall be of sufficient size to burn 0.35 gallons of oil per hour per each 100 sq. ft. of total net load. Permits will not be issued in cases where the total net load exceeds 125% of certified hand-fired rating.

(d) Boilers having no hand-fired ratings: If the boiler is of a type designed exclusively for mechanical firing and has no hand-fired rating, the burner shall be sized on the total net load, provided this load is between 80% and 100% of the mechanically-fired rating if the total net load is less than this amount.

Permits will not be issued for the installation of oil burners in boilers of this type if the total net load exceeds the mechanically-fired rating.

4. SIZING OF BURNERS - WARM-AIR FURNACES

(a) Oil burner sizes for installations in warm-air furnaces shall be determined as follows:

Gravity Warm Air

Oil burner gallons per hour = 0.237 times the required load in hundreds of sq. in. in leader pipe

or

Oil burner gallons per hour = 0.0153 times the required load in thousands of B.t.u.'s

Mechanical Warm Air

...lings allowed per hour = 0.0417 times the required load in thousands of B.t.u.'s

(c) The total load shall be determined as follows:

1. If the requirements of the building to be heated, plus any indirect load, such as domestic hot water, are equal to or greater than 85% of the hand-fired rating, calculations shall be made for the total requirements of the furnace.

2. If the requirements are less than 85% of the hand-fired rating of the furnace, calculations shall be made for 85% of the hand-fired rating of the furnace.

(d) No permit will be issued for the installation of mechanical firing in existing warm-air heating systems in buildings, if the requirements of the building as computed above, are greater than the mechanically-fired capacity of the furnace, or greater than the capacity of the existing individual or trunk lines as listed in the latest edition of the Warm-Air Heating and Air Conditioning Association.

F. OIL-BURNING AND DUAL-FUEL UNITS

(a) These are units designed exclusively for oil firing, having the primary combustion chamber integral with the original part of their design.

(b) Plans and specifications for all such units shall be approved by the Chief Smoke Regulation Engineer before a permit for installation will be granted.

G. GENERAL

(a) Installation of Oil Burners and Oil-Burning Equipment: All oil burners and equipment shall be installed in accordance with the current Regulations of the National Board of Fire Underwriters of Oil-Burning Equipment.

(b) Barometric Dampers: The installation of a barometric damper is recommended in all domestic and commercial heating installations.

(c) Controls: The type and installation of oil-burner controls shall be in accordance with the requirements of the National Board of Fire Underwriters of Oil-Burning Equipment.

(d) Fuel Recommendations:

1. The installer of any oil-burning equipment shall specify on the application for permit the grade of fuel oil recommended by the manufacturer for use in that equipment.

2. The oil shall have a flash point of not less than 100-degrees Fahrenheit.

3. When the fuel oil is to be preheated, this fact shall be noted on the application for permit.

SEC. 11. GAS-CONVERSION BURNERS

(a) Gas-automatic gas burners shall not be permitted in Central heating plants or high-pressure boilers.

(b) Only gas-conversion burners as are listed by the American Gas Association Testing Laboratory may be installed, and they shall be installed in accordance with the rules and regulations of the local Gas Company and of the National Board of Fire Underwriters.

(c) Burners shall be installed with the following controls:

1. Each burner shall be equipped with an approved high-limit control so connected as to cause the main gas supply valve to close in the event of excessive steam pressure or temperature.

2. A low-water cut-off connected to prevent operation of the burner when the water level is too low.

(d) No steam pressure gauge may be removed or left off a boiler to make room for a pressure control. Both the steam-pressure gauge and pressure control must be connected to an automatically-fired boiler. Low-water high-limit controls on forced-circulation hot-water systems (systems using pumps) must be of an approved type and must be installed in the boiler. Hot-water high-limit controls on gravity hot-water systems must be of an approved immersion type and must be installed in the boiler, or in a header (by use of a tee), within six (6) feet of the boiler. Approved hot-air limit controls must be installed in the furnace bonnet, leader, or warm-air plenum chamber, in a position that will permit the direct heat rays from the furnace fire, or gas flame, to strike the thermal element of the limit control, but with the element no closer than 12 (12) inches from the furnace body. In no case should a hot-air limit control be set above 250 deg. F.

(e) Electric wiring and equipment: Electric wiring and equipment in connection with burner installations shall be installed in accordance with the provisions of the Electrical Inspection Department of the City of Asheville.

(f) The low-water cut-off switch shall break the line voltage supplying the equipment and shall break the "hot" wire of a 110-volt grounded neutral power supply system of a stoker or oil burner automatically fired boiler. On gas burners using low-voltage solenoid valves to control the gas, it may break the low voltage supply through the above switch.

SEC. 12. DRAFT CONTROL - FURNACE TURBULENCE

(a) It is recommended that on all installations an inspection and clean-out door shall be provided in the breeching, and a clean-out door must be installed wherever possible, at the base of the stack or chimney.

(b) Fly-Ash Collectors: All furnaces or combustion devices for the burning of fuel, fully or partly in suspension, shall be equipped with an approved fly-ash collector when found necessary, and in all cases must be equipped with an automatic draft control of a dependable make which will keep the over-fire draft constant to within a .02" of water of the required setting.

(c) Furnace Turbulence: Approved equipment for providing furnace turbulence and over-fire air shall be required in any boiler or furnace where such equipment is necessary for the reduction of smoke or fly-ash.

(d) Furnace Volume for Self-Contained Boilers: Boilers of the self-contained firebox type, where the ...ber of the heating load at least 50% of the side and rear walls, shall have such furnace volume that the ...ge release under any condition of operation shall not exceed 45,000 B.t.u.'s per cu. ft. per hour. Where such ...lers are operated in excess of 10#% of rating, or where the fuel-burning rate exceeds 5 pounds of coal per ...square foot of heating surface, or where the stokers under such boilers are not equipped with an fuel-feed ...ntrol of coal-feed and air supply, there shall be introduced, between the smoke connection and the chimney, an approved fly-ash trap which will limit the discharge of solids in the combustion gases to the requirements of ...ke Unit.

(e) Precipitation Chamber: The rear walls of all water-tube boilers setting shall extend to the ...ttom, forming a precipitating chamber for the solids carried by the gases. Such chambers shall have open-...gs to permit ready removal of the solids. In lieu of extending the rear walls to floor, an inverted arch may be constructed, but in such cases the bottom of the last pass shall be equipped with clinker hoppers, having ...ble doors to permit the ready removal of the solids. Such hoppers shall have sufficient capacity to ...store the solids for at least 12 hours of heaviest operation, and the doors of the hoppers shall be of the approved ...e of the Chief Smoke Regulation Engineer.

(f) Breeching Enlargement for Large Boilers: If the conditions surrounding the installation do not ...mit the enlargement of the area of the chimney at the breeching connection 30-1/2% in excess of the area of the ...ue of the chimney, then the breeching shall be enlarged to a point ahead of the chimney connection so as to form ...e cinder, or fly-ash trap. The trap area of such cinder and fly-ash trap shall be at least 70% greater than ...e required area of the top of the chimney, and the trap shall be provided with hopper and doors or other means ...r the ready removal of the accumulated fly and combustion ash.

(g) Induced Draft Fans: Where induced-draft fans are used, the fans shall be of the cinder and fly-ash collecting type, and such other approved means are provided for the elimination of fly ash.

(h) Cleaning and Inspection:

1. It shall be unlawful to open, or to leave open, any door, or opening in the chimney base below the entrance of the smoke pipe or breeching, except for removal of accumulated ash; and such ash may not be removed through the top of the chimney.

2. The ash pockets and smoke pipe or breechings, traps, or square air-cleaners and chimney bases or boilers or furnaces, shall be cleaned at least every four months of operation. It shall be unlawful to open, or to leave open, any door or opening in the stack or chimney bases, or breechings, except for removal of accumulated ash; and such accumulated ash may not be removed through the top of the chimney. Provision shall be made for the thorough wetting of the ash before or during its removal. The wetting must be adequate to prevent the ash from being carried up the chimney during cleaning.

(i) Sealing Stack Openings: The Chief Smoke Regulation Engineer shall have authority to seal or lock any door or other opening in stack bases, breechings, or representing spaces for the purpose of testing and determining the soot and ash accumulation. He shall also have authority to test any flue-blowing device.

(j) Screens: Where considered necessary by the Chief Smoke Regulation Engineer, all chimneys, flues or stacks which emit sparks shall be capped with spark screen of approved design.

SEC. 13. CLEARANCES FOR BOILERS AND FURNACES

Clearances around boilers and furnaces shall be such that all parts of the boiler, furnace, smoke pipe, ...rbling chambers, fly-ash traps, and base of the chimney can be readily cleaned and maintained. The space in ...front of the boiler or furnace shall be sufficient to permit proper firing. Minimum clearances shall be in accordance with the following requirements:

(a) Clearance for Warm-Air Furnace: In the front of a warm-air furnace, or round boiler, there shall be a clear space for firing equal to not less than twice the grate diameter. There shall be a clear passage not less than 24 inches wide to permit access to the chimney clean-out.

(b) Clearance for Boilers: No more than two boilers may be installed in a battery.

A clearance of not less than 3 feet shall be provided on at least one side of each brick-set boiler, or battery of boilers, and not less than 2 feet on at least one side of all other boilers, or battery of boilers. Where rear access is necessary for cleaning, there shall be a minimum clearance of 3 feet.

There shall be a clear firing space in front of every boiler equal to the length of the boiler, except that the clear space shall in no case be less than 4 feet. If the length of the boiler is greater than 8 feet, the clear space in front of it may be reduced to 8 feet, provided that in no case may the space between the boiler front and the boiler-room wall, or partition, be reduced to less than one and one-half times the grate length. The clear space shall be measured from the front of the boiler setting to the boiler room or partition wall, or to any large obstruction set directly in front of the boiler clean-out or firing doors.

Exception 1. When special gas-burning boilers, oil-burning boilers, or rear-dump stokers or boilers using pulverized fuel, are installed, a clear space in front of the boilers less than that required by this Section may be approved by the Chief Smoke Regulation Engineer.

Exception 2. A new boiler or furnace may be installed in an existing building where clearances prescribed in subsections (a) and (b) hereof are not possible, provided that such installations will not cause a smoke nuisance, or create a fire hazard and have prior approval of the Chief Smoke Regulation Engineer.

SEC. 14. STACKS AND CHIMNEYS

(a) Chimney Heights: Stacks or chimneys shall be of such cross-sectional area, carried to a sufficient height so that under all conditions of operation the draft in any part of the furnace will not be less than:

1. .1e-inch water gauge for boilers fired with stokers using forced draft, powdered fuel, gas or oil.

2. .25-inch water gauge for stoker-fired or hand-fired boilers using natural draft.

Manufacturers' ratings may be used when they are available, provided they are not less than the

...ire by this Code.

(b) The inside walls of each stack shall be smooth, vertical, free from offsets or constructions, and have a clean-out opening with a tightly-fitted door. All stacks shall conform to the requirements of the ...ing Code.

(c) The top of any stack shall extend sufficiently above the roof of the building of which it is a part, and shall extend above or be far enough away from any nearby building or other object to prevent down-...ft, or the creation of a nuisance by the discharge of smoke or the gases of combustion.

(d) If it will not if a nuisance or become a nuisance to the occupants of the building in which it is located, or to the occupants of any adjacent building, such chimney shall be increased in height or otherwise ...ed to comply with any additional requirements that the Chief Smoke Regulation Engineer may deem necessary.

THE FOLLOWING TABLE FOR SMALL BOILER INSTALLATIONS SHOWN BELOW IS AN EXTRACT FROM BULIETIN NO. 1. C. 7080, THE ...ATION, UNITED STATES BUREAU OF MINES, AND IS RECOMMENDED SIZE FOR THE CITY OF ASHEVILLE.

SMOKE PIPE AND BRICK LINING

Approx. I.P.Rat. H.P.	Boiler Rating Sq. Ft. of Radiation Steam	Water	Actual Inside Dimensions Inches	Standard Flue Lin'g Inches	Round Flue Actual Inside Diameter Inches	Minimum 1/- Height Above Grate Feet
100 to	400 to	720	12 x 12	13 x 13	10	30
120	500	1,280	12 x 12	13 x 13	12	35
200	1000	1,600	12 x 16	13 x 18	15	40
300	1500	2,400	16 x 16	18 x 18	18	40
400	2000	3,200	16 x 18	20 x 20	18	45
500	2500	4,000	17 x 21	20 x 24	20	50
600	3000	4,800	21 x 21	24 x 24	22	55
700	3500	5,600	21 x 21	24 x 24	22	55
	4000	6,400	22 x 22		24	60
	5000	8,000	24 x 24		26	60
	600	9,600	26 x 26		28	65
	7000	11,200	26 x 28		28	65
	8000	12,800	28 x 28		30	70
	9000	-	30 x 30		32	70
	10000	-	32 x 32		34	75
	12500	-	34 x 34		36	75
	15000	-	36 x 36		40	80
	17500	-	38 x 38		42	85
	20000	-	40 x 40		44	90
	25000	-	42 x 42		46	100

1/- Height must be increased if breeching is more than ten (10) feet long or has more than one ...ow.

...here an existing stack is so located that it may constitute a nuisance to the occupants of a ...ny adjacent building, the owner of such new building may be required to extend the existing stack or to make ...such other provisions as required by the Chief Smoke Regulation Engineer.

(e) Boilers or furnaces located in separate rooms or buildings shall have separate stacks or separate flue linings in one stack.

(f) A new combustion device may be connected to an existing flue smaller in area or less in ...ameter than the dimensions prescribed in subsection (b) hereof, provided that in the opinion of the Chief Smoke Regulation Engineer such installation will not cause a smoke nuisance, or create a fire hazard.

(g) Flues Required Where Other Construction is Unreasonable: Two or more smoke pipes may be connected to a single existing flue connector, provided that the pipes and flues are of sufficient size to ...ve all the appliances thus connected, and provided that, except for vent pipes for gas appliances, the several pipes shall be so constructed as to comply with the severest requirements for any of those so connected.

Only automatic gas appliances may be vented to a flue serving appliances using another fuel, and in such case the gas appliance connection must be made at a point at least 12 inches above the connection for such other appliance. An automatic gas appliance, within the meaning of this paragraph, is one that is equipped with a safety pilot light, the extinguishment of which will automatically shut off the supply of gas.

(h) Breeching Area for Large Boilers: The breeching or smoke connections from boiler to chimney, or from the boiler nearest the chimney, where several boilers are connected to the same chimney, shall have an area at least 25% greater than that of a circle inscribed in the required area at the top of a square, hexagonal or octagonal chimney, and 20% larger than that of an ellipse inscribed in the required area of a rectangular chimney.

(i) Stack Dampers: Every boiler or furnace installed shall have a manually-operated device to control the stack draft. Within one (1) year of the effective date of this Code a damper shall be installed in the breeching between the smoke hood and chimney on all existing boilers and furnaces having seven (7) square feet of grate surface, or a capacity of 12 horsepower, or equivalent. Said damper shall be substantially supported on two sides, constructed of material that will last a reasonable period of time, and be readily accessible to the operator by means of a handle or lever. This damper must be closed when the operator or fireman cleans the boiler, or furnace flues, or smoke box, to prevent soot and ashes being carried up the chimney during the cleaning period.

(j) Metal Smoke Stacks: Chimneys or smoke stacks may be built of iron or steel, fabricated according to standard engineering practice. All metal smoke stacks shall be safely guyed or shall be otherwise securely anchored. Where the temperature of such chimney exceeds 750-degrees Fahrenheit, they shall be lined with fire brick laid in fire clay.

(k) Metal Smoke Stack Foundations: Metal smoke stacks shall rest on a foundation of not less than two-hour fire resistive construction except when supported on the boiler setting.

(l) Combustion Air Supply: All boiler rooms or other rooms in which combustion devices are located, shall have adequate openings to admit sufficient fresh air for proper combustion. The area of such ...ings shall be at least 75% of the required chimney area.

Exception: Where adequate fresh air for proper combustion is supplied by other approved means, the required fresh-air opening may be omitted.

...ILATION OF HEATING INSTALLATION

SEC. 1. GRAVITY WARM-AIR HEATING SYSTEMS.

The design and installation of gravity warm-air heating systems shall be in accordance with the Technical Code for the Design and Installation of Gravity Warm Air Heating Systems of the National Warm Air Heating and Air Conditioning Association of data designated in Section 1174-1.

SEC. 1-A SEPARATE WARM-AIR PIPE FOR EACH REGISTER.

Each room to be heated shall have a separate warm-air pipe from the furnace, except where a fan system is installed and used:

Exceptions:

1. Where the bathroom and the toilet room are immediately adjoining each other and the total area of these two rooms does not exceed 100 square feet, they may be heated by a single heating register.

2. Where the kitchen and pantry room are immediately adjoining each other, they may be heated by a single pipe having two registers.

3. In existing buildings, where a new system is installed, the Commissioner of Buildings may approve the use of two registers on a single pipe in cases where the installation of separate warm-air pipes is impracticable.

In the above cases the basement pipe shall be one size larger than the calculated size and the risers shall have the necessary dividers to properly proporation the air.

SEC. 1-B. SPECIAL WALL STACKS.

All wall stacks which are not placed in stud partitions, but pass through rooms or closets shall be covered with asbestos paper, and shall be neatly and substantially boxed in, after being properly fire-stopped where stacks pass through partitions.

SEC. 2. MECHANICAL WARM-AIR HEATING SYSTEMS.

The design and installation of mechanical warm-air heating systems shall be in accordance with the Technical Code for the Design and Installation of Mechanical Warm Air Heating Systems of the National Warm Air Heating and Air Conditioning Association of data designated in Section 1174-2 and The National Board of Fire Underwriters' Regulations for the Installation of Air Conditioning, Warm Air Heating, Air Cooling and Ventilating Systems of data designated in Section 1178-1.

Exception 1: For the average installations not exceeding 125,000 B.t.u. per hour at the register of 2000 c.f.m., the design and installation of the system may be approved according to the Technical Code of the National Warm Air Heating and Air Conditioning Association of data designated in Section 1174-1.

Exception 2: Except Group I occupancies where ducts used for heating only penetrate one hour fire-resistive enclosures required in Chapter 5 for heater rooms, fire dampers may be omitted in ducts having an area not over 4 square feet.

SEC. 3. WARM-AIR HEATING SYSTEMS FOR MULTIPLE DWELLINGS:

Where warm-air heating systems are installed in multiple dwellings, each individual apartment must have a separate return-air system connected to the heater unit or to the basement trunk. These ducts shall have tight-fitting manual dampers which may be closed in case the return air from said ducts is undesirable.

SEC. 3-A OUTSIDE-AIR INTAKE

A fresh-air duct of sufficient size shall be installed to supply clean fresh air to the heater to make up the deficiency caused by shutting off the return-air system from one or two apartments. Said air duct shall be large enough to supply fresh air when, in the case of four apartments, one return duct is closed, and in the case of more than four apartments, two return ducts are closed. The heater unit shall be of sufficient size to supply heat as required by the Building Code when one or two return ducts are closed and an equivalent amount of fresh air is supplied instead of recirculated air from said ducts. In no case shall one heater unit serve more than eight apartments.

SEC. 3-B OUTSIDE-AIR-INTAKE DAMPER.

The outside-air intake shall have a volume damper and shall be so constructed that no less than 10% of the total air circulated will be taken from the outside under all conditions. It shall be unlawful to close any damper on the air-return system from any apartment without first providing for the introduction of outside air in an equal amount to that which is shut off from the recirculation system.

[illegible]

Resolution authorizing the Mayor to execute deed to Nat H. Currence was upon motion of Councilman McInerney, seconded by Councilman Felder, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 382.

[illegible]

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Felder, seconded by Councilman Miller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 383.

Resolution authorizing Mayor to execute quit-claim deed to [illegible] C. Lyle and wife, Mattie Lyle, [illegible] Metcalf and wife, Blanche Metcalf, was upon motion of Councilman Felder, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 384.

Resolution authorizing Mayor to execute quit-claim deed to Edna M. Morgan was upon motion of [illegible], seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 385.

Resolution authorizing Mayor to execute lease as lessor along with Board of Education for Buncombe County, North Carolina, County of Buncombe, North Carolina, and the Board of Tax Supervision for Buncombe County, North Carolina to Radio Asheville, Inc., was upon motion of Councilman Eller, seconded by Councilman Fullenwey, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 386.

THIS LEASE AND [illegible], made and entered into this December ___, 1946, by and between THE [illegible] COUNTY, N. C., a corporation under the laws of North Carolina, and the [illegible], a body politic and corporate of said State, THE CITY OF ASHEVILLE, a municipal corporation under the laws of said State, and BOARD OF TAX SUPERVISION FOR BUNCOMBE COUNTY, N. C., a corporation under the laws of said State, parties of the first part, and RADIO ASHEVILLE, INC., a corporation under the laws of North Carolina, party of the second part,

W I T N E S S E T H:

WHEREAS, by deed of conveyance, dated _____, and recorded in the Office of the Register of Deeds of Buncombe County, N. C., in Book 521, at page 195, Margaret J. Campbell conveyed to the Board of Education for Buncombe County, N. C., certain real property of which the property hereinafter described is a part, and

WHEREAS, the object or purpose of those who caused said deed of conveyance to be executed was [illegible] which could be used and developed for recreational and play-ground purposes for children [illegible] in connection with the maintenance and operation of the school for said children, known as the [illegible] School, and

WHEREAS, The School Committee of the City of Asheville, being the administrative body having supervision and control of the public school system of the City of Asheville and property held for use in connection therewith, has been unable for lack of available funds, to take any steps toward the carrying out of the [illegible] purpose which resulted in the conveyance of land as aforesaid and there is no reasonable likelihood that said Committee will have funds from any normal source available for such purpose in the near future, and

WHEREAS, an opportunity has arisen whereby it has become possible to secure the development of a portion of said property for play-ground purposes as contemplated, by making a portion of said property available under lease to the party of the second part hereto for the erection and maintenance thereon of a radio broadcasting tower and a transmitter station in connection therewith, which use will not interfere with the plans of development contemplated by said school committee as provided for herein, and

WHEREAS, at the time of the conveyance above referred to, the property conveyed was subject to the lien of taxes due and owing to the City of Asheville and Buncombe County, North Carolina, and said taxes have not been paid and by virtue of tax foreclosure proceedings, title to said property may have vested in the City of Asheville and/or the County of Buncombe and/or the Board of Tax Supervision for Buncombe County, and

WHEREAS, said Board of Tax Supervision, together with the County of Buncombe and the City of Asheville, acting through their respective officers and governing bodies, are of the opinion that it would be in the public interest to carry out the plans for the development of said play-ground as herein provided and join with the Board of Education for Buncombe County in the execution of this lease to the end that all parties in interest in said property may be bound by the terms thereof.

NOW, THEREFORE, the parties of the first part, in consideration of the premises and of the rental to be paid as hereinafter set out, have demised and leased, and do hereby demise and lease unto said party of the second part, its successors and assigns, so much of the tract of land formerly belonging to said Margaret J. Campbell and shown on the plat above referred to, now owned and held by the Board of Education of Buncombe County, N. C., as is necessary to enable the party of the second part hereto to make and maintain the use and development thereof for its purposes hereinafter set out.

TO HAVE AND TO HOLD said parcel of land, with the appurtenances unto said party of the second part, its successors and assigns, on the following terms and conditions:

1. The term of this lease is five (5) years, beginning January 1, 1947 and ending December 31, 1951, but the party of the second part may enter upon the leased premises immediately upon the execution of this instrument for the purpose of enabling it to perform the work thereon hereinafter agreed to be performed and otherwise prepare said property for the use hereinafter indicated.

2. The rental payable by the Lessee for the use of said property is FOUR HUNDRED ($400.00) DOLLARS per year, payable annually in advance on the 1st day of January in each year, subject to the provision for a credit against said rentals as hereinafter provided.

3. As a condition precedent to its enjoyment as Lessee of the use and occupancy of said

property, the party of the second part agrees that it will, at its own cost and expense, cause the property to be graded so as to result in the creation of a level play-ground extending approximately 250 feet in a northern direction and 250 feet in a southern and eastern direction, the last of said grading to be as near practicable to the street known as First Street, as shown on the plat of the Campbell property filed in connection with the location of said field and the elevation thereof to be substantially as shown on a contour map, the location of said field and the elevation thereof to be substantially as shown on a contour map, prepared by [illegible] Erickson, Engineer, attached hereto and made a part of this contract. In connection with said grading, the party of the second part may do such additional grading work of said play-ground as it may desire, to make that portion of the property "cut" of said play-ground available for its purposes. After completing said grading, the party of the second agrees that it will sow the graded portion thereof with [illegible] and the filled portion thereof will have suitable grass or other cover crop to protect the same from erosion and will give such attention to such planting as may be necessary to secure a cover for said excavated and filled ground as will prevent washing and erosion thereof. After said cover has been established, it shall be the obligation of the Board of Education of Buncombe County or its School Committee for the City of Asheville, to maintain said cover on said play-ground, but the obligation to maintain said cover on the remainder of said property shall remain with the party of the second part hereto.

4. The contract or contracts for the performance of said work by the party of the second part shall be subject to the approval of the School Committee of the City of Asheville to the extent necessary to see that said work is performed by responsible contractors and that the lowest responsible bid for performance is secured for the said work insofar as may be at reasonable expense. All sums expended by the party of the second part in performing said grading and planting said cover shall be charged against the rental payable by the party of the second part hereunder and the party of the second part shall receive credit against said rental for the amount so expended.

5. It is recognized and agreed by the parties hereto that the party of the second part, at some point on said property West of the West line of the play-ground above referred to, will erect a radio broadcasting tower and near said tower will construct a small building to be used as a transmitter station. It is also recognized that from said broadcasting tower in all directions for a distance of 150 feet, the party of the second part will cause to be placed under ground copper wires to serve as a ground for said tower and the right of the party of the second part to so place said wires and to maintain the same under-ground for the entire term of this lease is expressly recognized. The parties of the first part hereto agree that no one shall be made of said property and particularly of said play-ground which will cause said wires to be disturbed in their location under ground, the distance under ground of said wires to be substantially _____ inches.

6. The party of the second part agrees that it will cause a substantial fence to be built and maintained around its tower and transmitter station to prevent access thereto by school children or others and will take all reasonable precautions to prevent children from coming in contact with said tower or exposing themselves to any danger in connection with the activities of the party of the second part on said premises, and that it will protect the parties of the first part hereto from any and all loss, cost, damage and expense of any kind, arising from injury to person or property in connection with their use of the leased premises.

7. The party of the second part further agrees that it will maintain grass or soil cover satisfactory cover or the portion of the leased premises used by it for said play-ground and will permit those using said play-ground for recreational purposes to pass back and forth across said property, provided such use shall not interfere with the reasonable needs of the party of the second part for the use thereof in connection with its business.

8. When the grading above provided for, has been completed, the parties of the first part shall cause the school committee of the City of Asheville or its business agent or to designate a suitable location for a roadway leading from First Street in a Eastern direction to the location of the tower and transmitter station of the party of the second part and the party of the second part shall have the right to use said roadway for purposes of ingress and egress during the entire term of this lease.

9. The parties of the first part covenant that so long as the party of the second part is not in default in complying with the terms of this instrument, it shall quietly enjoy the leased premises without let or hindrance from any person whomsoever, and also agree with the party of the second part that at the termination of this lease, or any sooner date as it may desire, it may remove from the leased premises the tower above referred to and any other improvements placed by it on said premises.

10. The party of the second part covenants to comply with the parties of the first part that it will make no unlawful use of the leased premises, and will pay any and valorem or other taxes that may be assessed against it or against that portion of the premises used and occupied by it, resulting from its use and occupancy thereof.

11. If the party of the second part shall fail to comply with any of the provisions of this lease and shall fail to make any such default good after twenty days' written notice thereof, then the Board of Education for Buncombe County, N. C., acting in behalf of the parties of the first part hereto, may declare this lease forfeited and enter upon the leased premises and dispossess the party of the second part without prejudice to any other right given it by law.

IN WITNESS WHEREOF, all of the parties hereto have caused their names to be subscribed and their corporate seals to be affixed and the execution of this instrument to be attested by their respective officers, thereunto duly authorized.

THE BOARD OF EDUCATION FOR BUNCOMBE COUNTY, N. C.

ATTEST:

By _____ Chairman

Secretary

COUNTY OF BUNCOMBE, NORTH CAROLINA

ATTEST:

_____ Chairman

Secretary

CITY OF ASHEVILLE

ATTEST:

By _____ Mayor

Secretary

BOARD OF TAX SUPERVISION OF BUNCOMBE COUNTY, N. C.

ATTEST:

BY _____ Chairman

Secretary

ADLO ASHEVILLE, INC.

By _____
President

_____
Secretary

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ this day personally appeared before me and being by me duly sworn says that he is Chairman of the Board of Supervisors of Buncombe County, N. C., the corporation named in and which executed the foregoing instrument in writing; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said instrument was signed and sealed by him in behalf of said corporation, and by its authority duly given, and the said _____ acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the ___ day of _____, 1946.

My com. expires: _____
Notary Public of Buncombe County, N. C.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ this day personally appeared before me and being by me duly sworn, says that he is President of Adlo Asheville, Inc., the corporation named in and which executed the foregoing instrument; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said instrument was signed and sealed by him in behalf of said corporation, and by its authority duly given, and the said _____ acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the ___ day of _____, 1946.

My commission expires: _____
Notary Public of Buncombe County, N. C.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ this day personally appeared before me and being by me duly sworn says that he is Chairman of the Board of Tax Supervision for Buncombe County, N. C., the corporation named in and which executed the foregoing instrument; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said instrument was signed and sealed by him in behalf of said corporation, and by its authority duly given, and the said _____ acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the ___ day of _____, 1946.

My commission expires: _____
Notary Public of Buncombe County, N. C.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ this day personally appeared before me and being by me duly sworn, says that he is President of Adlo Asheville, Inc., the corporation named in and which executed the foregoing instrument; that the seal affixed to the foregoing instrument in writing is the corporate seal of said corporation, and that said instrument was signed and sealed by him in behalf of said corporation, and by its authority duly given, and the said _____ acknowledged said instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the ___ day of _____, 1946.

_____
Notary Public of Buncombe County, N. C.

My commission expires:

Mr. Cecil Jackson, attorney for Charley Goff and wife, Lora Goff, presented claim for damages to certain real estate below in the city and this matter was referred to the City Attorney and Corporation Counsel for investigation and report.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO HONORABLE Lyons L. Lee, Mayor, and the members of the City Council of Asheville, a municipal corporation.

CHARLEY GOFF and wife, LORA GOFF, respectfully file and make the following claim in and against the City of Asheville a municipal body, and show the following facts:

1.

That Charley Goff and wife, Lora Goff are the owners of a certain house and lots located on London Road, the ward of the City of Asheville, Buncombe County, N. C. said house located on the west side of said London Road.

2.

That London Road was regraded and paved about 1928; and that the property of your claimants Charley Goff and wife, Lora Goff was taken into the corporate limits of Asheville in about 1930.

3.

That by reason of the grading of London Road and paving of same your claimants house was made lower than the street and since said real estate was taken in the corporate limits of the City of Asheville the property of said house has been damaged by reason of the City of Asheville failing to place proper drains on and along said London Road and in its failing to make a proper inspection of its streets and roads and protecting rain and water from washing on and against claimant's house.

That during the period of the last few years the rain has washed and undermined in and against claimants house and rotted the sill and foundations of same and it became necessary for the claimants to have said house raised and foundations and sills placed there under all caused by the reason of the city of Asheville in failing to properly divert the water.

That the claimants have been caused to expend large sums of money in having said house raised and new sills placed under same and that claimants property is now worth $_____ less than it would be if all caused by the failure of the City of Asheville.

WHEREFORE, claimants file claim and request payment of the City of Asheville in the sum of $_____.00 damage done to property of claimant.

Chas. M. Fortune
Attorneys for claimants

Cecil C. Jackson
Attorneys for claimants

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

CHARLEY GOFF being first duly sworn deposes and says:

That he is one of claimants in this matter and that he makes the verification for himself and for and on behalf of his wife, Lora Goff, that he has read the foregoing claim and knows the contents thereof; that the same is true of his own knowledge except as to those matters and things therein stated upon information or belief, and as to those matters and things he believes it to be true.

His
Charles x Goff
mark

Subscribed and sworn to before me this the 23rd day of November, 1946.

Elizabeth M. Duncan
Notary Public

My commission expires:
November 1, 1948
(Seal)

There being no further business, the meeting was upon motion adjourned.

C. D. Starnes
ACTING MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 19, 1946 -- 4:30 P. M.

The City Council met in regular session Thursday, December 19, 1946, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen C. Fred Brown, Earl W. Miller, C. D. Starnes, F. M. Mullaney, F. M. Welder, Corporation Counsel Robert T. Wells, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

[illegible] was upon motion of [illegible], seconded by Councilman Fletcher, unanimously adopted.

[illegible] will be found in Resolution Book #2 page 387.

[illegible] was upon motion adjourned.

Margaret Simmons
CITY CLERK

[illegible] Thursday, December 26, 1946 -- 4:30 P. M.

[illegible] the City Council was held on the above date.

Margaret Simmons
CITY CLERK

Thursday, January 2, 1947 -- 4:30 P. M.

The City Council met in regular session Thursday, January 2, 1947, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen O. E. Starnes, H. M. Felder, C. Fred Brown, Earl W. Eller, F. M. Mulvaney, Holmes Bryson, City Manager P. M. Burdette, Corporation Counsel Robert W. Wells, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 389.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 9, 1947 -- 4:30 P. M.

The City Council met in regular session Thursday, January 9, 1947, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen H. M. Felder, Holmes Bryson, C. Fred Brown, O. E. Sternes, Earl W. Eller, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel Robert W. Wells, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute quit-claim deed to Bruce Walser was upon motion of Councilman Brown, seconded by Councilman Felder, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 390.

Resolution appointing a Municipal Board of Elections for a period of two years was upon motion of Councilman Sternes, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 391.

Mayor Lee announced that the lease of the Municipal Golf Course to the American Legion had been signed.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 16, 1947 -- 4:30 P. M.

The City Council met in regular session Thursday, January 16, 1947, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen Earl W. Eller, Holmes Bryson, F. M. Mulvaney, H. M. Felder, City Manager P. M. Burdette, Corporation Counsel Robert W. Wells, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing the City Manager to advertise for bids for easements of rights-of-way over certain property owned by the City of Asheville was upon motion of Councilman Eller, seconded by Councilman Felder, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 392.

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Mulvaney, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 393.

Resolution authorizing Mayor to execute quit-claim deed to J. P. Briggs and wife, Jessie Briggs, was upon motion of Councilman Bryson, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 394.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 23, 1947 -- 4:30 P. M.

The City Council met in regular session Thursday, January 23, 1947, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen Holmes Bryson, F. M. Mulvaney, Earl W. Eller, H. M. Felder, Corporation Counsel Robert W. Wells, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to enter into lease with Dr. B. H. Hartman, Dr. W. H. McCall, Dr. C. H. Armentrout, Dr. H. H. Briggs, Dr. H. G. Brookshire, Dr. C. C. Belcher, and Dr. C. N. Burton for space in City Building was upon motion of Councilman Eller, seconded by Councilman Felder, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 395.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this _____ day of _____, 1947 by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called Lessor, and Dr. B. H. Hartman, Dr. W. H. McCall, Dr. C. H. Armentrout, Dr. H. H. Briggs, Dr. H. G. Brookshire, Dr. C. C. Belcher, and Dr. C. N. Burton, hereinafter called Lessees;

WITNESSETH:

That, subject to the terms and conditions hereinafter set forth, said Lessor does hereby lease unto said lessees, and said lessees do hereby accept as lessees of said lessor, the sixth floor of what is known as the City Building, and being 7102 square feet of office space, exclusive of corridors, and it is mutually understood and agreed between the parties hereto as follows:

(1) That the term of this lease shall be for a period of three years from the date of execution of same, and that the lessees shall have the right to renew said lease for an additional two years upon the same terms and conditions as set out herein.

(2) That the rental for said space shall be One Dollar per square foot per year, payable in

[illegible] each, due and payable on the first day of each month in advance, [illegible] for the period of this lease.

(2) That the lessee will erect and partitions for the occupancy of said space that are necessary; [illegible] for such use such as sinks, drainage or medical equipment installed or [illegible] is to be installed or erected by the lessees herein named.

(3) That the lessees bind themselves by this lease singularly and collectively.

(4) That the said lessees or any part thereof shall not be sub-let nor this lease assigned without the consent in writing of the lessor.

(5) That the lessor shall furnish standard janitor service, elevator service, heat, water and [illegible] as the lessor may deem necessary, but the lessor shall not be liable for any failure [illegible] delays in the performance.

(6) That if the demised premises shall be damaged by fire or other casualty without the fault or neglect of the lessees, same shall be repaired at the expense of the lessor as speedily as possible, but if the demised premises shall be rendered untenable by such casualty or such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the lessor may at its option within thirty days from such destruction decline to rebuild said building on said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

(7) That the lessee will maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or negligence of the lessees, their agents, officers, guests or employees.

(8) All additions, partitions, additions, fixtures or other improvements made by either of the said lessees upon the premises, except movable furniture and other office equipment put in at the expense of the lessees, shall be the property of the lessor and shall remain upon and be surrendered with the premises at the termination of this agreement and lease.

(9) That in event any one or more of said lessees shall be recalled to active duty in the armed forces of the United States this lease shall terminate as to the lessees so recalled and those lessees then remaining in the office may select a reputable physician to replace and occupy the office space of each of said lessees who have been so recalled, provided said selection is approved in writing by the lessor; and provided further that in event said selection is not made and approved within thirty days from the time a lessee is recalled to active duty, the premises so vacated shall revert to the lessor or said premises to remain vacant from operation of this lease and this lease shall terminate as it pertains to such.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed by L. Lyons Lee, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessees have hereunto set their hands and seals, this the day and year first above written.

CITY OF ASHEVILLE

By_____
MAYOR

ATTEST:

_____
CITY CLERK

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

_____(SEAL)

CLA

Mr. W. Walter Wilkins, attorney for E. F. Ham, presented claim for damages for personal injuries sustained by E. F. Ham, on which matter was referred to the City Manager and Corporation Counsel for investigation and report.

January 16, 1947

The Board of Aldermen
City of Ashville
Ashville, North Carolina

Gentlemen:

This is to notify you that on January 6, 1947, E. F. Ham, slipped on some ice on the side walk in front of No. 38 De la Street in the city of Ashville, North Carolina. As a result of the fall, he broke his left arm in three places, for which injuries he claims the sum of $5000 damages.

Doctor J. T. Sullivan of Ashville, North Carolina was the attending surgeon.

This notice is given pursuant to the charter and ordinances of the City of Ashville.

Respectfully yours,

W. Walter Wilkins,
Attorney for E. F. Ham

WWW /c

There being no further business, the meeting was upon motion [illegible].

L. Lyons Lee

Margaret Simmons
CITY CLERK

[illegible] January 7, 1947 -- 4:[illegible] P. M.

The City Council met in regular session [illegible] January 7, 1947, at [illegible] P. M. with Mayor [illegible] presiding. Present: Councilmen H. Brad Brown, Earl B. Eller, F. T. Mulvaney, [illegible], and Mayor [illegible]; also present: City Attorney Robert T. Reid, City Manager P. T. Purdotie, and City Clerk Margaret Simmons.

The minutes of the previous meeting were read and approved.

[illegible] adopting the lease to execute deed to John P. Kenley was [illegible] unanimously adopted.

Copy [illegible] of resolution will be found in Resolution Book [illegible] page 228.

[illegible] Counsel Reid, the matter was [illegible].

L. Lyons Lee

Margaret Simmons
CITY CLERK

[illegible], January [illegible], 1947 -- [illegible] P. M.

The City Council met in regular session [illegible], January [illegible], 1947, at [illegible] P. M. with Mayor [illegible] presiding. Present: Councilmen [illegible] Mulvaney, Brad Brown, Earl B. Eller, [illegible], J. [illegible] Brown, [illegible], City Manager P. T. Purdotie, City Attorney Robert T. Reid, and City Clerk Margaret Simmons.

The minutes of the previous meeting were read and approved.

[illegible] relative to [illegible] arising the City Manager [illegible] reported. Upon motion made by Councilman [illegible], seconded by Councilman Eller, unanimously adopted.

Copy [illegible] of resolution will be found in Resolution Book [illegible] page 227.

[illegible] relative to [illegible] arising the City Manager [illegible] reported. Upon motion made by Councilman [illegible], seconded by Councilman Eller, unanimously adopted.

Copy [illegible] of resolution will be found in Resolution Book [illegible] page 228.

Mr. [illegible] Brown, representing a number of users of [illegible], appeared before the City Council and informed [illegible] that [illegible] dirt streets in the [illegible] section of the city be improved. This request was referred to the [illegible] Manager and [illegible] of Public Works, after which it was brought that the Commissioner is empowered to [illegible] and agreed that [illegible] or [illegible].

[illegible], Asst. Secretary
[illegible], 1947

The Mayor and City Council
of the City of Asheville
City Hall
Asheville, North Carolina

Gentlemen:

[illegible] for the purpose of presenting [illegible] of [illegible] to hear the [illegible] of the [illegible] Asheville and vicinity that [illegible] to [illegible] the sections of the City of Asheville [illegible] by members of the [illegible], is a necessity and condition for travelers and those [illegible] the right to use it.

We refer particularly to the dirt part of Pine Street, Wells Street, like in and Blackwell Alleys, [illegible] Street; the [illegible] streets west of the city [illegible], Virginia Street and the other dirt streets in that section of the City.

On Pine Street between the intersection of Wells and Lossoxes streets an unprotected and unguarded dangerous condition exists which would undoubtedly cause death, or serious bodily harm to any traveler that [illegible] attempt to travel that part of the street referred to in a northwardly direction in any kind of vehicle. There are hollies in said street big enough in which to bury a horse and if any unwary traveler should attempt to drive a vehicle over said street, and we say down because it would be impossible to go up it, it would undoubtedly over-turn and run the risk of seriously injuring himself and destroying his means of transportation. This condition has existed for years and the City [illegible] are then unable to [illegible] and be aware of it. Some months, if any injury and damage should result to any one by reason of said condition the City would be liable for damages for its neglect and we are sure to certain that the Mayor and the Council would not be indifferent liable for not having caused the repair of said condition after notice of the existence of same.

Margaret Simmons

Thursday, February 20, 1947 -- 4:30 P. M.

The City Council met in regular session Thursday, February 20, 1947, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen Holmes Bryson, H. M. Felder, F. M. Mulvaney, O. E. Starnes, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing the Mayor to execute deed to Robert F. Currence was upon motion of Councilman Bryson, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 400.

Resolution recommending special legislation barring the collection of taxes or enforcement of tax liens for the year 1928 and prior years was upon motion of Councilman Starnes, seconded by Councilman Mulveney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 401.

S. J. Pegram, attorney, presented claim for damages for personal injuries sustained by Ruby Anderson, and this matter was referred to the City Manager and Corporation Counsel for investigation and report.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

RUBY ANDERSON, Plaintiff	)	
vs.	)	NOTICE AND CLAIM FOR PERSONAL INJURIES
THE CITY OF ASHEVILLE, a Municipal Corporation, Defendant	)	

TO THE HONORABLE MAYOR, CITY MANAGER, AND MEMBERS OF THE CITY COUNCIL:

The plaintiff, complaining of the defendant, says and alleges:

1.

That the plaintiff is a resident of the City of Asheville, County of Buncombe, State of North Carolina.

2.

That on Monday, February 3rd, 1947, about 7:30 o'clock P. M. the plaintiff fell into a water meter, the top of which was open, on Blanton Street in the City of Asheville, and was seriously and permenently injured, as will be hereinafter more fully set forth.

3.

That this plaintiff fell into a water meter, as aforesaid, the top of which was open, said meter being located on Blanton Street, which is a public street in the City of Asheville, and that the said City of Asheville had been grossly negligent in and about the premises where the plaintiff fell to such an extent that said premises became dangerous and were left by said City in a dangerous condition; and that in allowing said condition to exist for over a long period of time, the said City of Asheville set up and maintained a public as well as a private nuisance to exist in and on one of its public thoroughfares, and as a result of the said City's carelessness, this plaintiff was injured.

4.

That this plaintiff suffered severe and permenent injuries to her left leg, shoulder and to her back, as well as internal injuries; that she was taken to the Asheville Colored Hospital where she was treated; that this plaintiff has been confined to her bed, suffering greatly from pain from the injuries which she received; that the plaintiff has been and is, at the present time, under the care of physicians; that she has had to discontinue her work, and is informed and believes that it will be a very long time before she can continue with her work; and that the plaintiff, as a result of the injuries received by reason of the negligence of the defendant, has been damaged in the sum of Thirty Five Hundred ($3500.00) Dollars.

S. J. Pegram
ATTORNEY FOR PLAINTIFF

[illegible]

[illegible]

[illegible]

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

RUBY ANDERSON, being first duly sworn, deposes and says:

That she is the plaintiff in the above entitled action; that she has read the foregoing Notice and Claim for Personal Injuries, and knows the contents thereof; that the same is true of her own knowledge, except as to those matters and things stated therein upon information and belief, and as to those matters and things, she believes it to be true.

This the 12th day of February, 1947.

Ruby Anderson
Affiant

SWORN TO and subscribed before me,
this the 12th day of February, 1947.

Helen Nettles
Notary Public

My commission expires: 1/17/48
(Seal)

Mr. S. G. Bernard, on behalf of the owners of the Beaver Lake Golf Course, asked the Council to pass a resolution recommending that the portion of the Beaver Lake Golf Course lying within the city limits be taken out and this made exempt from city taxes.

After discussion, Mayor Lee with the consent of the Council and Mr. Bernard, deferred any action on this matter at the present, and promised to give it serious consideration.

Maggie Jones appeared before the Council with a request that the negro park and swimming pool be located in the vicinity of Mountain Street and Valley Street, and presented a petition signed by several hundred negroes in this behalf.

S. C. Foster, President of the Negro Taxpayers League, advocated the location of the park and swimming pool in the Campbell Woods area. Also speaking in behalf of this location were Luther Thomas, Victor McDowell, C. W. Sheftall, representing the Brotherhood of Sleeping Car Porters, and others. Additional petitions were presented requesting this site.

Mayor Lee stated that every effort would be made to place this park and swimming pool in the best possible site, and that the matter would be carefully considered before any action is taken.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 27, 1947 -- 4:30 P. M.

The City Council met in regular session Thursday, February 27, 1947, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen Holmes Bryson, C. Fred Brown, H. M. Felder, F. M. Mulvaney, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Mr. S. G. Bernard again appeared before the City Council with the request that the portion of the Beaver Lake Golf Course lying within the city limits be taken out and made exempt from city texes.

This proposal has been approved by resolution of the Asheville Chamber of Commerce, the Asheville Merchants Association, and Grove Park Inn.

During the discussion Mr. Bernard stated that if a hotel was constructed, or if the guest club house was not constructed, the city could take this property back into the city by legislative enactment.

No action was taken by the City Council at this time, as Mr. Bernard promised to return next week with some definite assurance of the proposals of the owners of said golf course in regard to the development of same.

Mr. R. H. Rembert, on behalf of the Council of Garden Clubs of Asheville and the Asheville Bird Club, presented resolution declaring the area within the City limits of Asheville a bird sanctuary within the meaning of the present ordinance protecting birds. Upon motion of Councilman Brown, seconded by Councilman Eller, this resolution was unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 402.

Resolution naming a commissioner of Civil Service Commission by City Council, and prescribing method of election of a commissioner of Civil Service Commission by the members of the classified service of the City of Asheville, as provided in Civil Service Act, known as House Bill 142, Session Laws 1947, was upon motion of Councilman Bryson, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 403.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 6, 1947 -- 4:30 P. M.

The City Council met in regular session Thursday, March 6, 1947, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen H. E. Sternes, Earl W. Eller, F. M. Mulvaney, C. Fred Brown, H. M. Felder, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute deed to Cornelia Allen was upon motion of Councilman Felder, seconded by Councilmen Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution book #2 page 404.

Resolution authorizing Mayor to execute deed to Carolina Power & Light Company for easements of rights-of-way over certain property owned by the City of Asheville was upon motion of Councilman Eller, seconded by Councilmen Sternes, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 405.

Resolution authorizing Mayor to execute quit-claim deed to Fred H. Moore and wife, Mattie Lola Moore, was upon motion of Councilman Sternes, seconded by Councilman Felder, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 406.

Resolution declaring William Michalove a member of the Civil Service Commission was upon motion of Councilman Eller, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 407.

Mr. S. G. Bernard appeared before the City Council and stated that the owners of the Beaver Lake Golf Course agreed that if said property were taken out of the city limits that no part of said property would be used for a subdivision, that they would not sell to anybody for any purpose, and that if any part of the property was ever subdivided and used for any purpose other than a golf course or golf activities that at the next session of the legislature the act exempting said property could be repealed with no opposition on the part of the said owners.

Mayor Lee stated that it was the consensus of opinion of the Council that they did not care to approve a bill requesting that this property be taken out of the city limits, but that the Council would not oppose such bill.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, arch 1?, 1'47 -- 4:3, P. M.

[illegible] Thursday, March 13, 1947, at 4:30 P. M. with Mayor L. [illegible]. Present: Councilmen [illegible] Brown, P. [illegible] Blakney, Earl [illegible] Iller, [illegible] [illegible], and City Clerk [illegible].

[illegible] meeting were read and approved.

[illegible] appointment of Thomas [illegible] as the third member of the City Service [illegible], in accordance with Civil Service Commission procedure as provided in the Civil Service [illegible], was presented by Councilman Stevens, unanimously adopted.

[illegible] recorded in Minute Book 2 page 40?

Mayor Lee presented to the Council the offer of Mr. and Mrs. Verne Rhoades to [illegible] piece of property fronting [illegible] Road on Merrimon Avenue, and lying between Murdock and Merrimon Avenues, formerly [illegible] the property of the late Capt. W. T. Weaver, Mrs. Rhoades' father.

March 4, 1947

Mayor I. Lyons Lee,
Asheville, N. C.

Dear Mayor Lee:

I have been authorized by Mr. and Mrs. Verne Rhoades to present to the city of Asheville that portion of a certain tract of land owned by Mr. Rhoades and fronting approximately 900 feet on Murdock Avenue, to be used by the city for the enjoyment of its citizens as a city park.

Mr. Rhoades proposes to execute a deed to the city for several [illegible] of land east of the Drapel in what is known as Weaver's Hollow for the above mentioned purpose. However, there are three major stipulations that she desires, merely:

(1) That the park be named in memory and as a memorial to her father, the late Captain W. T. Weaver, and that the park be named by the city authorities the "W. T. Weaver Park".

(2) That the city of Asheville agrees to perpetually [illegible] this property as a park suitable in every respect for same.

(3) That should the City of Asheville ever cease to use and maintain this property as a public park, then the said property set out in the proposed deed is to revert to Mrs. Rhoades' estate.

Of course, there are certain minor details that are additional [illegible] that could be worked out by the Director of Public Works [illegible].

I presume that if this property is accepted a suitable resolution setting forth the terms and conditions can be drawn by the Corporation Counsel, and when said conditions as set out in this communication are agreed upon by the City Council Mr. and Mrs. Rhoades will execute a deed for the property mentioned herein and for the purposes set out.

Sincerely yours,

Philip C. Cocke, Jr.

March 7, 1947

Mr. and Mrs. Verne Rhoades,
[illegible] Drive,
Asheville, N. C.

My dear [illegible] and Verne:

At an executive meeting of the Council held Thursday, March [illegible], 1947, it was my privilege to present to the gentlemen of this body your very gracious offer to convey to the city certain properties lying between Merrimon Avenue and Murdock Street to be dedicated for park and playground purposes. The Council is very appreciative of this offer, and unanimous in their expression of acceptance, provided certain details could be satisfactorily worked out between you and the administrative officers of the city. This matter will probably be taken up for official action at the next meeting of the Council.

Assuring you of my personal appreciation of your desire to perpetuate the name of one of Asheville's most distinguished citizens, and at the same time give to our people an opportunity for greater enjoyment, I beg to remain

Sincerely,

L. Lyons Lee
Mayor

[illegible] Councilman Brown, seconded by Councilman Stevens, that four new [illegible] be added to the [illegible] Park, which was unanimously adopted by the Council [illegible] City.

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
Mayor

Margaret Simmons
City Clerk

[illegible] Thursday, [illegible], 1947 -- [illegible]

[illegible] Thursday, [illegible], 1947, at [illegible] P. M. with Mayor L. [illegible] Present: Councilmen [illegible] Blakney, [illegible] Iller, [illegible] Stevens, [illegible] Brown, [illegible] Mayor I. Lyons Lee.

[illegible] meeting were read and approved.

[illegible] Mayor Lee presented to the Council the offer of Mr. and Mrs. Verne Rhoades to [illegible] a piece of property fronting [illegible] Road on Merrimon Avenue, and lying between Murdock and Merrimon Avenues, formerly [illegible] the property of the late Capt. W. T. Weaver, Mrs. Rhoades' father.

[illegible] 4, 1947

[illegible] Mayor and Members of
[illegible] City Council,
Asheville, North Carolina.

Gentlemen:-

Two years ago I told you that I would not be a candidate for re-election to the City Council. I have been privileged to be a member of the Council for twelve years and it has been a sincere pleasure to serve with you and the people who reside in it.

It is my present plan to be out of the City for several months. It is never, therefore, that I submit this, my resignation, at this time. This will give you the opportunity to select a successor now and will give to the opportunity of becoming identified with the members of the present Council.

I extend my heartfelt, best wishes to the members of the Council, the City Manager, and every employee of the City of Asheville.

Sincerely yours,

Mayor. Holmes Bryson

Councilman Iller moved that Mr. Bryson's resignation be accepted with regrets. This motion was seconded by Councilman Calder and unanimously passed by the Council.

Upon motion of Councilman Brown, seconded by Councilman Stevens, and after a few remarks regarding the qualifications of Mr. Abernethy, Mr. Walter I. Abernethy was elected to the City Council to fill the vacancy caused by the resignation of Mr. Holmes Bryson.

The oath of office as Councilman was administered to Walter I. Abernethy by Mayor I. Lyons Lee, after which Mr. Abernethy was invited to take a seat with the Council.

There being no further business, the meeting was upon motion adjourned.

L. Lyons Lee
Mayor

Margaret Simmons
CITY CLERK

Tuesday, [illegible] 25, 1947 -- [illegible] P. M.

The City Council met in regular session Tuesday evening, March 25, 1947, at [illegible] P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen [illegible] Blakney, P. D. Stevens, C. Brad Brown, Earl [illegible] Iller, Walter I. Abernethy, City Manager P. M. Burnette, Corporation Counsel [illegible] Wells, and Mayor I. Lyons Lee.

The minutes of the previous meeting were read and approved.

Mayor Lee announced that nominations were in order for Vice-Mayor to fill the vacancy

(c) That it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the above described land which would exceed the height limitations set forth in Part 77 of the Civil Aeronautics Administration Regulations, entitled "Standard for Determining Obstructions to Air Navigation", as amended, or which would otherwise constitute an obstruction to air navigation as defined in said Part 77, as amended.

(d) That it will not erect nor permit the erection of any sanitary landfill operation on the above described land within 10,000 feet of the nearest point of the nearest runway of the airport.

(e) That it will not erect nor permit the erection of any electrical or electronic facility on the above described land which would interfere with the operation of the airport or its navigational facilities.

(f) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(g) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(h) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(i) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(j) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(k) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(l) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(m) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(n) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(o) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(p) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(q) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(r) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(s) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(t) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(u) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(v) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(w) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(x) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(y) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(z) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(aa) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(bb) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(cc) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(dd) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(ee) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(ff) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(gg) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(hh) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

(ii) That it will not erect nor permit the erection of any structure on the above described land which would interfere with the operation of the airport or its navigational facilities.

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City Clerk, City of Asheville

L. Lyons Lee — Margaret Simmons

C. Fred Brown — Margaret Simmons

L. Lyons Lee — Margaret Simmons

Thursday, April 24, 1947 -- 4:30 P. M.

The City Council met in regular session Thursday, April 24, 1947, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen O. B. Starnes, F. M. Mulvaney, Walter I. Abernethy, C. Fred Brown, H. M. Felder, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to enter into lease with South-Eastern Commercial College, Inc., for second floor of building located at #93 Valley Street was upon motion of Councilman Brown, seconded by Councilman Felder, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 412.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made this the 1st day of April, 1947, by and between CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and South-Eastern Commercial College, Inc., a North Carolina corporation, having its principal office and place of business in the City of Asheville, North Carolina, hereinafter called the Tenant;

WITNESSETH:

That the Lessor hereby demises and lets, and the Tenant hereby rents and hires, from the said

[illegible] office space, being situated in the building known as [illegible] Asheville, North Carolina:

[illegible] floor (comprising of two sections) of the building owned [illegible] Asheville, Buncombe County, said building being [illegible] recorded in Deed Book 200, Page [illegible], Ward 1, as shown on the [illegible] of Asheville, Note: For the use of the basement leading [illegible] said building story of said building.

[illegible] the same and the privileges and appurtenances thereunto in anywise appertaining [illegible] to be used by it, the said Tenant, for the purpose of carrying on its business [illegible] and for such purposes as are usual and customary in the conduct [illegible] for no other purpose or purposes, for the term of three consecutive years, beginning [illegible] April, 1947 and ending on the last day of April, 1950.

It is further agreed that the Tenant is to pay to the Lessor as rental for the premises [illegible] for the term aforesaid as follows a total rental of $540.00 the same to be [illegible] installments of $90.00 each for the first year of said term, and in monthly installments of $45.00 each for the last two years of said term, in advance on the first day of each and every month of the same [illegible] All of the above payments, it is stipulated and agreed, are to be made in lawful [illegible] of the United States, to be paid at the office of the Lessor in the City Hall in the City of Asheville, North Carolina, during business hours, on the day due.

It is further stipulated and agreed:

1. That the Tenant will, without any previous demand therefor, pay the rent at the times and in the manner above provided, and that the Lessor shall have a lien upon all of the property of the Tenant [illegible] may be placed in or upon situated within the premises hereby leased and as hereinbefore described for the [illegible] of the payment of the said rent as the same shall become due as hereinbefore specified, and [illegible] in the event of failure on the part of the Tenant to pay said rent in accordance with the terms of [illegible] Lessor may, if necessary, file in any court having jurisdiction thereof a petition for the foreclosure of the lien hereby granted, as is provided by law for the foreclosure of chattel mortgages or conditional [illegible] of personal property.

2. That the Tenant shall take good care of the premises hereby leased or demised and the appurtenances thereof, and shall keep said premises in a reasonable state of repair, and shall upon the [illegible] of this lease surrender the same to the Lessor in as good condition as the same now is, damage by fire or other casualty and ordinary wear and tear excepted.

3. That the Tenant shall not make any alterations, additions or improvements in the premises hereby leased and demised without first obtaining from the Lessor its written consent, and that all alterations, additions or improvements made by the Tenant during the course of its occupancy or the term of this lease shall inure to the benefit of and be the property of the Lessor upon the termination and end of this lease, and such alterations, additions, and improvements shall be made at the tenant's own expense and shall be surrendered with the premises when the same are surrendered by the Tenant to the Lessor.

It is understood and agreed that the Tenant, at its own expense, may install such fixtures and appliances as may be necessary for the proper conduct of its business, and at the expiration of the lease may remove any and all movable fixtures.

All improvements, installations, repairs, replacements and additions pertaining to the [illegible], lighting and plumbing systems shall be considered a permanent part of the real estate.

4. That the Tenant, at its own cost and expense, shall comply with all rules, regulations, and requirements of the State and City Governments or of the Government of the United States or any of the departments or bureaus thereof applicable to the leased or demised premises for the prevention or abatement of nuisances or other grievances arising out of the manner of the occupancy of said premises during said term.

5. That the Tenant agrees that the Lessor and its agent or other representative shall have the right to enter upon the premises hereby leased or demised, or any part thereof, at all reasonable hours for the purpose of examining the same.

6. That the Tenant shall not assign this agreement nor re-let the premises or any part thereof without the Lessor's consent in writing, or occupy or use or permit or suffer to be occupied or used the premises hereby leased or demised for any business or purpose deemed disreputable in any manner, or extrahazardous on account of fire, or for any purpose or purposes other than the purpose or purposes designated above. Any levy or seizure by writ of lawful execution or other legal process or any transfer or sale in bankruptcy or insolvency or under compulsory procedure of law shall be deemed an assignment within the meaning and terms of this lease.

7. That the Lessor shall not be liable for any damage or injury to property or person from any source whatsoever or at any time in the leased premises or building as the rental herein charged is made on a basis of the Tenant, its agents, employees, servants, students, customers, representatives, and visitors assuming for themselves such risks.

8. If during the term of this lease the demised premises are damaged by fire or other casualty in a minor degree, but not to such extent that it becomes necessary for the Tenant to abandon use of said premises, the Lessor shall repair such damage as quickly as is reasonably possible.

But if said premises be damaged to such an extent that it is necessary for the Tenant to abandon the use thereof, then and in that event this lease shall terminate as of the date of such damage.

9. That the Lessor does not agree to provide or furnish any electricity, heat, water, or janitor service to the Tenant, but the Tenant agrees to furnish itself with all such necessary services as may be required by it in connection with the use of the leased or demised premises, and to pay for the same.

10. That the Lessor hereby agrees that the Tenant, upon paying the rent as hereinbefore stipulated and performing all of the stipulations, agreements, and covenants, shall and may peaceably and quietly have, hold, and enjoy said premises during said term, free from the adverse claims of any person, firm, or corporation, and that the lessor will pay all taxes and fire insurance upon said premises, except such taxes as those for which the Tenant shall, under the law, be primarily liable.

11. That if there be any default made in the stipulations, agreements, and covenants herein

contained, and if the Tenant fails to comply with all the provisions of this agreement and lease, then it shall be lawful for the Lessor to re-enter the premises hereby leased or demised, to re-possess and take possession of the same, and to use, enjoy, or re-let the same as if this agreement or lease had not been entered into.

And it is further understood and agreed that the stipulations, agreements, and covenants herein contained are binding upon the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, the said lessor has caused these presents to be signed by L. Lyons Lee, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Tenant has caused these presents to be signed in its corporate name by its president and attested by its secretary and its corporate seal to be hereunto affixed, the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By_____
MAYOR

ATTEST:

_____
CITY CLERK

SOUTH-EASTERN COMMERCIAL COLLEGE, INC.

By_____
PRESIDENT

ATTEST:

_____
SECRETARY

Judge Sam M. Cathey, spokesmen for the Lions Club, appeared before the City Council to request a long term lease of Memorial Stadium for a horse show to be sponsored by the Lions Club and the Biltmore Saddle and Bridle Club. Judge Cathey explained that an agreement was being negotiated with the Biltmore Saddle and Bridle Club.

Upon motion of Councilman Eller, seconded by Councilman Felder, the Corporation Counsel was instructed to draw a resolution leasing the Memorial Stadium to the Asheville Lions Club for use in connection with an annual horse show for a term of five years, with a renewal clause for an additional five years. This motion was unanimously adopted.

Mr. Earnest Symms appeared before the Council requesting bus service on North Griffing Boulevard.

Mayor Lee stated that this matter would be taken up with White Transportation Company to see if something could be worked out.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 1, 1947 -- 4:30 P. M.

The City Council met in regular session Thursday, May 1, 1947, at 4:30 P. M. with Mayor L. Lyons Lee presiding. Present: Councilmen O. E. Starnes, Walter I. Abernethy, Earl N. Eller, C. Fred Brown, P. M. Mulvaney, H. M. Felder, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor L. Lyons Lee.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute lease to Lions Club of Asheville, Inc. for use of Memorial Football Stadium for purpose of presenting Horse Shows was upon motion of Councilman Eller, seconded by Councilman Felder, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 413.

NORTH CAROLINA

BUNCOMBE COUNTY

THIS AGREEMENT made and entered into this the ____ day of _____, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and the LIONS CLUB OF ASHEVILLE, INC., a corporation existing under and by virtue of the laws of the State of North Carolina, party of the second part:

WITNESSETH:

WHEREAS, the party of the first part is the owner of a certain lot or parcel of land, known as [illegible] Memorial Stadium, in the City of Asheville, North Carolina; and

WHEREAS, the party of the second part has requested the use of said Memorial Stadium in the city [illegible]; and

WHEREAS, the party of the first part believes the presentation of such a show or shows will be [illegible] citizens, residents, taxpayers and tourists of said city for the purpose of [illegible], recreation and amusement; and

WHEREAS, the said show or shows are to be sponsored by party of the second part which is a non-[illegible] of the leading progressive business and professional men of the city [illegible] endeavor is to aid and assist the Blind and visually handicapped, as well as to [illegible] by which to live. The entire net profits from said show or shows will be used by [illegible] for the giving of FREE EYE EXAMINATIONS AND THE PURCHASE OF HARDEC [illegible] to be given to the more unfortunate for the Blind and visually handicapped;

NOW, THEREFORE, for and in consideration of the covenants and agreements of the party of the second part hereinafter contained, the party of the first part hereby covenants and agrees with the said party of the second part as follows:

1. That the party of the second part shall have the use of said Memorial Football Stadium for the purpose of presenting a spring and fall Horse Show each year.

2. That the party of the second part shall have the privilege and right to erect stalls or stables [illegible] for the purpose of presenting said Horse Show.

3. That the party of the second part shall have the privilege and right to remove and may so remove [illegible] at any time from said Memorial Field.

4. That the party of the first part shall undertake and prosecute an insurance policy or [illegible], to [illegible] the City of Asheville, and the Lions Club of Asheville, Inc., party of the second part, as their interest appears pertaining to the use of the party of the second part thereof.

5. That the use of said Memorial Stadium each year as granted herein shall be for a term of three (3) years, at the end of which time, the party of the second part is expressly given the right to exercise the [illegible] option for an additional period of five (5) years.

6. That the stables or other facilities provided by the party of the second part shall be used [illegible] without the express permission and consent of the party of the second part in writing [illegible] party of the first part.

7. That the location of the stalls or stables or other facilities shall be mutually agreed upon by [illegible], but it is understood and agreed that said stables or stalls shall be located in such [illegible] as to permit the free, unrestricted and unhampered use of said field or [illegible], football, and other events, activities and attractions thereon.

8. That upon the completion of this agreement said stalls or stables are removed by fire or other [illegible] any repair [illegible] its own expense and same as quickly as possible or by [illegible]; provided, however, that in case this agreement is terminated, and upon the option [illegible] party, the party of the second part shall remove all or part of said stalls [illegible].

9. That the [illegible] for holding said show or shows shall be mutually agreed upon by both [illegible] responsible for such time as to least interfere and conflict with the scheduled [illegible] on said premises.

10. That the party of the second part shall have the concession rights for the sale of refreshments [illegible] exhibition of horse shows.

11. That the party of the second part shall have the right to sell admissions to said horse show [illegible] rights and privileges entailed by the use of said Memorial Stadium.

12. That in consideration of the covenants and agreements of the said party of the first part, the party of the second part hereby now agrees and agrees as follows:

1. That the party of the second part will present at least one Horse Show per year and will present [illegible] mentioned, again if deemed practicable.

2. That the party of the second part will erect or cause to be erected stalls or stables for the [illegible] by the horses, more or less, on said Memorial Field and will provide for the [illegible] of said horse shows.

3. That the party of the second part shall pay for all electricity and any and all other services rendered [illegible] party of the second part, including replacement at its own expense of any electric light bulbs [illegible] used during the presentation of said Horse Show.

4. That the party of the second part will at all times maintain, repair and keep in good and [illegible] condition.

5. That the party of the second part, upon completion of said shows, will clean up said stadium and [illegible] same in the same condition as it was immediately prior to the show or shows.

6. That the party of the second part agrees to indemnify and hold the party of the first part harmless from and against all liability for injuries to persons or damage to property caused by the negligence of the party of the second part, its agents or employees, or caused by the negligent use or occupancy of the said premises by the party of the second part.

7. That the party of the second part shall [illegible] party of the first part.

8. That the said party of the second part shall [illegible], or [illegible] to [illegible] or will [illegible].

10. That the party of the second part shall [illegible] of [illegible] to [illegible] party of the first part.

11. That the party of the second part shall [illegible] manner.

[illegible] party of the second part shall [illegible], and [illegible] party of the first part.

IN WITNESS WHEREOF, the said party of the first part has caused this [illegible] to be executed in its name, attested by its Secretary, and its corporate seal to be hereunto affixed, and the party of the second part has hereunto set its hand and seal, or caused this [illegible] to be executed by its authorized officers, the day and year first above written.

This contract is executed in duplicate.

CITY OF ASHEVILLE

By _____
Mayor

ATTEST:

_____
Clerk

LIONS CLUB OF ASHEVILLE, INC.

By _____
President

ATTEST:

_____
Secretary

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

This _____ day of _____, 1947, personally appeared before me, a notary public, in and for the County of Buncombe, State of North Carolina, I. LEE [illegible], who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing instrument is the [illegible] of said corporation, and that said instrument was signed and sealed by him in behalf of said corporation by authority duly given, and the said [illegible] acknowledged the execution of the foregoing instrument to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the _____ day of _____, 1947.

_____
Notary Public

My commission expires:

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

I, _____, a notary public of said county and state, certify that [illegible] personally appeared before this day and acknowledged that he is Secretary of Lions Club of Asheville, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and notarial seal, this the _____ day of _____, 1947.

_____
Notary Public

My commission expires:

A delegation of citizens from the Griffing Boulevard section appeared before the Council in support of petitions asking the Asse Transportation to give bus service in this section.

Mayor Lee stated that a meeting would be held with Mr. White and a committee from this section to see if a route could be worked out.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, May 8, 1947 -- 4:30 P. M.

The City Council met in regular session Thursday, May 8, 1947, at 4:30 P. M. with Mayor Lee presiding. Present: Councilmen H. M. Felder, C. E. Sternes, Earl W. Tiller, Walter I. Abernethy, F. A. Sweeney, City Manager F. M. Burdette, Corporation Counsel R. P. Wells, and Mayor I. Lyons Lee.

The minutes of the previous meeting were read and approved.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, May 15, 1947 -- 4:30 P. M.

The City Council met in regular session Thursday, May 15, 1947, at 4:30 P. M. with Mayor Lee presiding. Present: Councilmen H. M. Felder, C. E. Sternes, Earl W. Tiller, Walter I. Abernethy, F. A. Sweeney, City Manager F. M. Burdette, Corporation Counsel R. P. Wells, and Mayor I. Lyons Lee.

The minutes of the previous meeting were read and approved.

Mayor Lee expressed his appreciation for the fine cooperation given him by members of the Council during his administration, and expressed regret that the Council was losing two of its most useful members.

Mr. Burdette presented to the Clerk the certificate of election from the Board of Elections, and same was directed to be spread upon the minutes and filed in the archives of the city:

CITY BOARD OF ELECTIONS

Asheville, N. C.

May 14, 1947

Mr. F. M. Burdette,
City Manager,
Asheville, N. C.

Dear Sir:

WHEREAS, on Tuesday, May 13, 1947, a General Election was held for the City of Asheville for the nominees of the City Primary held on April 15, 1947; and

WHEREAS, certificates of result of said election were certified by the election officials to the City Board of Elections, viz. to the Chief Executive Officer of the City of Asheville by 10:00 A. M. on May 14, 1947; and

WHEREAS, said City Board of Elections canvassed said official returns from all 24 city polling precincts; and

WHEREAS, the results of said election were read at the front door of the City Hall, and said canvass of said returns was made under oath by the City Board of Elections and filed with the Chief Executive Officer of the City of Asheville, to be kept in the archives of the city for public inspection, all in accordance with law;

NOW, THEREFORE, this is to certify that the canvass made of all the votes cast in said election, as tabulated by said Board of Elections is as follows:

For City Council - Democrat

Clarence A. Morgan	received	4255	votes
Earl W. Tiller	"	4178	"
Walter I. Abernethy	"	4177	"
C. Fred Erwin	"	4186	"
Frank Sweeney	"	4156	"
Fred L. Cody, Jr.	"	4354	"
I. Lyons Lee	"	4122	"

For City Council - Democrat

[illegible]	received	[illegible]	votes

For Judge of Police Court - Democrat

[illegible]	received	4[illegible]	votes

For City Council - Republican

Clyde Treed	received	[illegible]	votes
[illegible]	"	[illegible]	"
[illegible]	"	[illegible]	"
[illegible]	"	[illegible]	"
[illegible]	"	[illegible]	"
[illegible]	"	[illegible]	"
[illegible]	"	[illegible]	"

[illegible] a copy of the notice [illegible] the Democratic [illegible] the City of Asheville, [illegible] the Chief Executive Officer of the City of Asheville by the Chairman of the City Board of Elections:

[illegible]
[illegible]
Walter I. Abernethy
C. Fred Erwin
[illegible]
Fred L. Cody, Jr.
I. Lyons Lee

respectfully [illegible] copies of [illegible] to the Office of Solicitor of [illegible] Court:

[illegible] W. M. [illegible]

[illegible] following [illegible] Democratic [illegible] the Office of Judge of the Police Court for the City of Asheville:

[illegible] Meeting

[illegible],

[illegible]
Chairman

[illegible]
Secretary

THE STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE,
CITY OF ASHEVILLE.

[illegible] personally appeared before me, J. Lloyd Britt, [illegible] W. Mitchell, and Mary D. Logan, of Asheville, N. C., being by me duly sworn, each for himself and herself [illegible] that the statements contained therein [illegible], to the best of their knowledge and belief.

In Testimony Whereof, I have hereunto set my hand and official seal, this the 10th day of May, 1947.

[illegible]
Notary Public

My commission expires:
May 7, 1951.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

[illegible] 13, C. D. 13, 1947 -- Minutes of Council [illegible]

[illegible] meeting of the City Council took the oath of office [illegible] of the Superior Court, as follows:

[illegible]

[illegible] Church, officiated [illegible]

[illegible] for Mayor. Councilman Healy nominated Mr. [illegible], seconded by Councilman [illegible], was declared [illegible] at Councilman R. F. Morgan [illegible] unanimously. With the permission of the Council the nominations were unanimously elected as Mayor.

Mr. [illegible] gavel over to Mayor Morgan, who thanked the Council for [illegible] office. In the [illegible] may the [illegible] Mr. Lee for [illegible]

[illegible] Mayor. The [illegible] unanimously elected to serve as Vice-Mayor.

[illegible] City Manager [illegible]

[illegible] Conference [illegible]

Councilman [illegible] nomination Mr. Robert S. Wells. The [illegible], and [illegible] unanimously given.

[illegible] Margaret Simmons. This [illegible] unanimously elected.

[illegible] Mr. Lee, and unanimously adopted.

[illegible] City officials and employees [illegible] Mr. Lee, and unanimously adopted.

[illegible] Mr. Fred Fitchin as Assistant Chief of Police [illegible] unanimously adopted.

Councilman Healy nominated Mr. Jarvel Crawford as Assistant Solicitor of Police Court. [illegible] Mr. Lee, and unanimously adopted.

[illegible] to the City Manager, Corporation Counsel, and City [illegible], Judge of the Superior Court.

It was [illegible] Councilman Taylor, seconded by Councilman Olvaney, that the time of [illegible] meeting until 4:00 o'clock on Thursday of each week. This motion was unanimously adopted.

[illegible] Taylor, seconded by [illegible] unanimously adopted.

[illegible] Mr. Lee, seconded by Mr. Olvaney, and [illegible] unanimously adopted.

[illegible] Judge of the Superior Court, [illegible] of Clerk of Council, [illegible].

There being no further business, [illegible] read for the second [illegible] Council.

R. E. Morgan
Mayor

Margaret Simmons
City Clerk

[illegible] Mayor, Councilmen [illegible] Mr. Lee, Healy, Olvaney, Taylor, Wells, Mayor Morgan, City Clerk Margaret Simmons, City Attorney [illegible] Mayor Morgan.

[illegible] Minutes of the meeting [illegible] unanimously adopted.

[illegible] Mr. Lee, seconded by Mr. Olvaney, and

(CORPORATE)
(SEAL)

(6) If the said rent, or any part thereof, shall not be paid on any day whereon the same should be paid, as aforesaid, or within fifteen days thereafter, or if default be made in the part of the lessee in any of the covenants or agreements herein contained, then and forthwith thereafter the Lessor shall have the right, upon ten days' written notice of its intention so to do, to declare this lease terminated and to re-enter upon the said demised premises and remove all persons and property therefrom, and the same to have, retain, repossess and enjoy;

(7) And the lessor hereby covenants with the lessee that, on paying the said rent above reserved, and performing each and every covenant on the lessee's part herein contained, the the said lessee shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said demised premises without any manner of hin[illegible], or any person claiming [illegible], or from the lessor or any person claiming by;

(8) It is stipulated and agreed that should the lessee during the [illegible] for ornamental purposes, it shall have the right and option to cancel and terminate this lease [illegible] the lessee or lessor [illegible] to maintain an office in the [illegible], the lessee shall have the right and option to cancel the [illegible] written notice to the Lessor [illegible].

(9) It is [illegible] that the [illegible] shall not be [illegible] written consent of the Lessor.

[illegible], that in the [illegible] premises hereby demised, [illegible] by the Lessor, its employees [illegible], [illegible] authority of the City Council [illegible] or the [illegible] Lessee [illegible] the request of the Lessor, its employees [illegible], all [illegible] the same, all promptly on the part of the Lessee [illegible].

L. E. Morgan

...e explained that the council is interested in all matters ... disinterested supporters of Asheville-Biltmore College.

...ty Auditorium in the second-floor council chamber of the court house, at which ... rd ... ...ty could present their cause. ... the

Vice-Mayor Seely stated that the matter which has arisen as a result of the disadvantage of the col... and asked the council to assist the students and college board, as private citizens, in the circulation ... petitions, although they cannot do so in an official capacity.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 5, 1947 -- 4:00 P. M.

... page 421.

... City Manager of the City of Asheville to intervene in Docket ... was upon motion of Councilman Abernethy, seconded ...

... which will be found in Resolution Book 3 page 422.

..., the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 12, 1947 -- 4:00 P. M.

The City Council met in regular session Thursday, June 12, 1947, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Fred L. Seely, Jr., Walter I. Abernethy, C. Fred Brown, F. M. Mulvaney, L. Lyons Lee, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

PETITIONS - POLICE AND FIRE DEPARTMENTS

Petitions were presented by the members of the Police Department and the members of the

Fire Department requesting increases of pay and changed working conditions. Upon motion of Councilman Brown, seconded by Councilman Lee, these petitions were referred to the City Manager for investigation and report back to the Council.

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE

The members of the Police Department of the City of Asheville, collectively and individually respectfully petition you to grant increases of pay and changed working conditions for the ensuing year as follows:

-1- We earnestly request a twenty (20) per cent salary increase because of the increased costs of living and that the present basic salary is considerably lower than that of other cities with population comparable to Asheville. As an evidence of such fact we attach hereto and make a part of this petition a compilation of salary data prepared by the Civil Service Department of A.F.S.C. and M.E., and that throughout the United States policemen doing similar work in cities closely related in population and conditions as Asheville have granted a wage increase of approximately twenty (20) cents per hour.

-2- We request a six day week for each member of the police department or one day off per week. Other departments of the city work only five and one-half ($5\frac{1}{2}$) days per week where the policemen are compelled and required to labor seven with an average of approximately two days out of every thirty off from work. We respectfully invite your attention to the data sheet hereto attached showing that this request is in line with prevailing conditions in other cities the size of Asheville.

-3- With reference to vacation, we urgently insist that the following changes be allowed and permitted.

(A) That the vacation be taken at any time during the year exclusive of the month of December. We realize that it would not be advisable to have men on vacation over the holidays. A great many of the members of the force are younger men with children still in school and we feel that our vacation period should come at a time that we can do like other husbands and fathers and go on a vacation with our wife and children that they may share it with us and us with them. A vacation to the proper kind of husband and father without his wife and children participating jointly is not much of a vacation.

(B) That vacations be taken on a seniority basis. In a department of our size there has to be some arbitrary rule even though it may work hardships at times and seniority is the American Way.

We have studied and discussed the proposal and various angles and problems involved in a vacation set-up and honestly believe that granting of these requests will not handicap or decrease the efficiency of the department but will aid in its betterment.

Respectfully submitted,

MEMBERS OF THE POLICE FORCE OF THE CITY OF ASHEVILLE BY AND THROUGH LOCAL #1016 AMERICAN FEDERATION OF STATE, COUNTY, MUNICIPAL EMPLOYEES (A.F. OF L. AFFILIATION)

By Dwight E. Ray, President.

Attest:

H. C. Caldwell, Secretary

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE:

The Members of the Fire Department of the City of Asheville, collectively and individually, respectfully petition you to grant increases of pay and changed working conditions for the ensuing year as follows:

-1- We earnestly request a twenty (20) per cent salary increase because of the increased costs of living and that the present basic salary is considerably lower than that of other cities with population comparable to Asheville. As an evidence of such fact, firemen doing similar work in cities closely related in population and conditions as Asheville have granted a wage increase of approximately twenty (20) per cent.

-2- We request a six day week for each member of the Fire Department or one day off per week for other departments of the city work only five and one-half ($5\frac{1}{2}$) days per week where the firemen are compelled and required to work seven with an average of approximately two days out of every thirty off from work. We respectfully invite your attention to data showing that this request is in line with prevailing conditions in other cities the size of Asheville.

-3- With reference to vacations, we urgently insist that the following changes be allowed and permitted:

(a) That vacation lists be posted thirty (30) days prior to the beginning of the vacation period and that the vacations shall be taken in its entirety from the seniority list, beginning with the first period of the vacations, allowing the oldest men from the top of the seniority list to select his choice of date of vacation until each vacation period is filled by seniority rights and so on down through the vacation period.

(b) We have studied and discussed the proposal and various angles and problems involved in a vacation set-up and honestly believe that granting of these requests will not handicap or decrease the efficiency of the department but will aid in its betterment.

-4- In addition, it is the belief of the members of the Fire Department that the drivers and the clerks of the department are required to have special skills or technical knowledge above that necessary of a senior firemen, to properly perform the duties that are demanded of him. The members of the Fire Department therefore respectfully request that the men that come under this category be placed in a grade or salary bracket above that of senior firemen. Statistics show that drivers in cities comparable to the size of Asheville carry the title of Engineers and are paid accordingly; that is a salary bracket higher than that paid senior firemen. The record also show that the position of clerk calls for a salary that is considerably higher than senior firemen.

Respectfully submitted,

MEMBERS OF THE FIRE DEPARTMENT OF THE CITY OF ASHEVILLE BY AND THROUGH LOCAL #865, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (A.F.OF L. AFFILIATION)

By DECARD B. DOVER, PRESIDENT

WILLIAM R. BENNETT, SECRETARY

Ordinance #312, being "AN ORDINANCE, LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1947 AND ENDING MAY 31, 1948", was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously passed on its third and final reading with all members present voting as follows:

Councilman Seely voted "aye" — Councilman Mulvaney voted "aye"
Councilman Brown voted "aye" — Councilman Lee voted "aye"
Councilman Abernethy voted "aye" — Mayor Morgan voted "aye"

ORDINANCE NO. 312

AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1947 AND ENDING MAY 31, 1948.

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1.

That to raise funds for general municipal purposes, the following license taxes hereinafter specified are hereby levied for the privilege of carrying on the business, trades, professions, callings, occupations, or doing the act named or selling or offering for sale any of the articles enumerated herein, within the corporate limits of the City of Asheville, from the first day of June, 1947, to the thirty-first day of May, 1948, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay any license tax required by this ordinance by September 1, 1947, 2% per month of the amount of such license shall be added to the tax required, and no license shall be granted until the license tax, plus the two (2%) per centum per month thereof, has been paid. The addition of the two (2%) per centum per month on the amount of said license tax shall not exempt the delinquent from the penalties herein prescribed in case of delinquency. The payment of any particular tax herein imposed shall not relieve the party paying same from liability for any other tax specifically imposed for any other business conducted by such person.

Section 2.

That all persons, before engaging in any business, trade, profession, calling, occupation, or doing any act on which a license tax is imposed by this ordinance, shall, except as hereinafter provided, apply for and procure in advance, from the Director of Finance or someone designated by him, for license, and upon the payment of the license tax herein imposed a license shall be issued to said applicant. Such license must be posted conspicuously in the place of business licensed, and if the licensee has no regular place of business, the license must be kept where it may be inspected at all times by the proper city officials. No license shall be transferable or assignable except by consent of the City Manager.

Section 3.

(a) That any person, firm, or corporation, desiring to engage in any business, trade, or vocation, or do anything hereinafter mentioned in this paragraph, may be required to appear in person before the Director of Finance for a license, stating the place at which it is proposed to conduct the business, the name of the owner of the business, or, if the owner be a firm, the names of all members of such firm, or, if the owner be a corporation, the names of the officers, including the manager. And the Director of Finance shall also have the right to require the owner, proprietor, manager, or other person interested in or connected with such business, to give evidence, upon oath, touching the manner in which such business has been or is to be conducted, as well as any other facts which the Director of Finance may deem necessary. This section shall apply to the following:

1. Keepers of Billiard, Pocket Billiard, or Bagatelle Tables.
2. Bowling Alleys, or Alleys of like kind.
3. Shooting Galleries.
4. Cane Boards, Jingle Boards, or Knife Racks.
5. Penny Arcades.
6. Merry-Go-Rounds, Ferris Wheels, Switchbacks, or Roller Coasters.
7. Any kind of Table, Stand, Place, or Game, kept in a house or room used or connected with a hotel or restaurant.
8. Carnivals, Theatres, Motion Picture Shows, Vaudeville Shows, Dance Halls, Roof Gardens, or Menageries.
9. Phrenologists.
10. Lunch Counters or Restaurants.
11. Hotels, Lodging Houses, or Boarding Houses.
12. Soft Drinks,
13. Junk Dealers.
14. Pressing Clubs.
15. Pawnbrokers.
16. Second-Hand Dealers.
17. Gasoline or Oil Filling Pipes, Service Tanks, or Pumps.

(b) A license may be refused for any business enumerated in the preceding sub-section unless the City Manager shall be satisfied that the applicant, or the proposed manager, is a person of good moral character, and fit and proper person to conduct such business, and unless he shall also be satisfied that the place proposed is a suitable place for the conduct of such business.

(c) That billiard rooms, pool rooms, bowling alleys, bagatelle tables, or rooms where games or tables of like kind are operated, and also restaurants, cafes, lunch counters, or places where soft drinks are sold, be kept clear of screens or sight obstructions of any kind.

Section 4

That before license shall be issued for any of the following businesses, the applicant shall execute a satisfactory bond, payable to the City, in the amount hereinafter named, conditioned for the faithful observance by such licensee, his or its servants, agents, or employees, of all laws and ordinances now in force or hereinafter enacted, relating to such business, and further conditioned to save the City harmless from damage arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City Manager may determine:

1.	Pawnbrokers	$1,000.00
2.	Junk Dealers	1,000.00
3.	Electrical Contractors	1,000.00
4.	Electric Sign Contractors and Hangers	500.00
5.	Plumbing Contractors	1,000.00
6.	Sidewalk or Paving Contractors doing any work on sidewalks or streets costing not over $300.00	100.00
	Doing such work costing over $300.00	1,000.00
7.	House Movers	500.00
8.	Taxicabs	500.00

Section 5

That whenever the word "person" is used in this ordinance, the same shall be construed to include "firms", "companies", "corporations", and "associations".

Section 6

Where the amount to be paid for license depends upon the amount of gross sales or receipts, or other facts to be ascertained, it shall be the duty of persons applying for license to render to the Director of Finance a sworn statement of such gross sales or receipts during the preceding months, quarter, or year, as the case may be, and such other and further proof as the Director of Finance may require, shall be rendered said Director of Finance; and in either case, the Director of Finance shall not be required to receipt for the money or issue any license until satisfactory proofs are furnished. In case the business for which the license is required is commenced after June 1, 1947, and the tax on such business is based upon gross sales or receipts or facts to be ascertained, the license shall be assessed upon the probable gross sales or receipts during a term of one year; or if the amount of tax to be paid is determined by other facts to be ascertained, then a sworn statement as to such facts shall be made, and the license based thereon. Provided, however, that the Director of Finance shall have the right at any time during the period covered by any license to require of such licensee additional sworn statements as to the sales and receipts or other determining facts of such business, and an additional license tax shall be paid in accordance therewith.

Section 7

When any business is begun after Jan. 1, 1948 the licensee shall pay for such business and the privilege of operating same one-half of the tax prescribed; provided, however, that no license shall be issued for less than one dollar. This section is in compliance with Section 100, Article 2, Schedule B, Sub-section B, of the Revenue Act of the State of North Carolina for 1945, as amended.

Section 8

The adoption of this schedule of license tax shall not abridge the right of the City Council to change, alter, increase, or decrease, any or all of the license taxes herein levied, or to levy taxes on businesses, trades, or professions not hereby taxed, at any time. And when any increase is made, the license shall be revoked unless such license tax be paid within thirty (30) days.

Section 9

Should any section, paragraph, sentence, clause, or phrase, of this ordinance, be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

Section 10

A separate license shall be required for each place of business, and every class of business for which a license tax is required by this ordinance.

Section 11

Any license issued under this ordinance shall be subject to revocation or suspension for a definite or indefinite time by the City Manager, without refund of any part of the tax paid, of the licensee or manager, or person in charge of the business, or employees, shall violate any ordinance or law relative to such business, or be convicted of crime, or if, in the judgment of the City Manager, the licensee does, by reason of its nature or the manner or place in which it is conducted, constitute a nuisance or is a menace to good order or to public health, welfare, safety, or morals. And upon the revocation or suspension of any such license, it shall be unlawful for the person to whom such license was granted to continue to conduct such business. Any person, firm, or corporation, violating this provision, shall pay a penalty of fifty ($50.00) dollars. Each day such business is conducted after revocation or suspension of license, shall constitute a separate offense.

Section 12

It shall be the duty of the Director of Finance to see that the Solicitor of the Police Court is furnished with a list of all unpaid license taxes for the fiscal year of 1947-48, and it shall be the duty of the Solicitor of the Police Court to issue warrants for all delinquents, and to prosecute as vigorously as necessary and demand that the same be paid or inflict a penalty as provided in this ordinance.

Section 13

That every person who shall violate any provision of this ordinance, or carry on any business, trade or vocation, or profession, on which a license tax has been fixed, without having first paid the tax and received a license, shall be liable to a penalty of fifty ($50.00) dollars for each offense, and each day said business shall be carried on shall constitute a separate and distinct offense.

Section 14

When a license is issued, it is presumed that the location of the business or the kind of

business licensed is not prohibited by some other ordinance, however, if same is prohibited or found to be illegal or illegally operated the City Manager has the authority to revoke the license.

LICENSE SCHEDULE

Section 15

"A"

ABATTOIR, OR SLAUGHTER HOUSE

Per annum - $50.00

ACCOUNTANTS.

Exempt by State Statutes.

ADVERTISING.

Not specifically taxed.

Every person, firm, or corporation, engaged in the business of soliciting or contracting for advertising, or engaged in the business of advertising, and not specifically classified and taxed by this article, where tax is not prohibited by State Statutes, shall pay a license tax of, per annum - - - $15.00

Provided, that this tax shall not apply to newspapers or periodicals published in the City.

ADVERTISING, OUTDOOR--BILLBOARDS.

Every person, firm, or corporation, which is engaged or engages in the business of outdoor advertising by means of sign boards, poster boards, or printed bulletins, and any other outdoor advertising devices, erected upon grounds, walls, or roofs of buildings, shall pay a license tax of, per annum -$100.00

(A) Every person, firm or corporation, owning or maintaining sign boards, poster boards, painted bulletins, printed bulletins, or other outdoor advertisements of any nature, shall have imprinted on the same the name of such person, firm, or corporation in sufficient size to be plainly visible and permanently affixed thereto.

(b) Distribution in the City of Asheville, or sign-tacking, advertising by tacking, posting on poles, trees, buildings, fences, or other structures, excepted on licensed billboards, PROHIBITED.

ADVERTISING--DISTRIBUTORS OF SAMPLES, PRINTED ADVERTISEMENTS, AND CIRCULARS.

Every person, firm, or corporation, distributing samples, circulars, handbills, or other printed matter from house to house, or person to person, anywhere within the corporate limits of the City of Asheville, shall paya license tax of, per annum - $100.00

For one distribution, where the annual tax has not been paid - - - - - - - - - - - - - - - 10.00

PROVIDED, that all distributions of handbills, circulars, or other printed matter, shall be delivered to someone in each residence or business house, or shall be placed under the front door of each residence or business house, or between the front door and the screen. Also, each person, firm, or corporation, distributing said circulars, handbills, or other printed matter, shall have the name of such person, firm, or corporation, on each handbill, circular, or other printed matter, in sufficient size to be plainly visible and permanently affixed thereto; and distribution of handbills, circulars, or other printed matter, other than provided in this proviso, is hereby PROHIBITED.

ADVERTISING PLACARDS.

Every person, firm, or corporation, in, or on, whose premises, building, or place of business, placards are placed for advertising purposes, and who make a charge therefor, shall pay a license tax of, per annum - $25.00

Provided, that every person engaged in the business of operating street cars and/or busses and placing or allowing to be placed within or on such cars, placards for advertising purposes, and making a charge therefor, shall pay a license tax of, per annum - $50.00

ADVERTISING BY USE OF PICTURE MACHINES.

Every person, firm, or corporation, operating a moving picture machine, and selling the use of the same for advertising purposes, shall pay an annual license tax as follows:

(a) In each place where the advertisement is run, having a seating capacity of less than three hundred (300) - $20.00

(b) In each place where the advertisement is run, having a seating capacity of three hundred (300) and less than one thousand (1,000) - $35.00

(c) In each place where the advertisement is run, having a seating capacity of one thousand (1,000) or over - $50.00

ADVERTISING BY WAGON OR VEHICLE DRIVEN THROUGH STREETS WITH ADVERTISING SIGNS.

Per annum - $10.00

NOT PRORATED.

PROVIDED, that no tax shall be collected where persons advertising place signs on their own vehicles, or for advertisement of football or baseball games.

PROVIDED, further, that the provisions of this section shall apply to all itinerants as defined herein who place advertisement signs on their vehicles.

AGENTS NOT SPECIFICALLY TAXED.

Every person engaged in business as an agent, having the agency for the manufacturer, producer, or distributor, and not specifically taxed by some other section of this License Schedule, shall pay a tax of, per annum - - - - - - - - - - - - - - - - - - -

AUTOMOBILE, MOTORCYCLE AND MOTOR VEHICLE, DEALERS; AND SERVICE STATIONS:

(a) Automobile Service Stations: Every person, firm, or corporation, engaged in the business of servicing, storing, painting, or upholstering of motor vehicles, trailers, or semi-trailers, or engaged in the business of retailing, selling, and/or delivering of any tires, tools, batteries, electrical equipment, automotive accessories or supplies, including radios designed for exclusive use in automobiles, motor fuel and/or lubricants, or any such commodities, shall pay for each location where such business is carried on, a license tax of, per annum - - -

Every person, firm, or corporation, engaged in the selling of barber or beauty shop supplies, shall pay a license tax of, per annum - - -

Single-Head Shields, Modern Bond (power), Baltimore (semi-automatic), and all other machines, or equipment, having manufacturers' rating capacity of less than 24 bottles per minute, and all foot power bottling machines - - -

Racks for canes or knives, each, per day - - -

It is the intent of this subsection that every vehicle used in transporting circus property or personnel, whether owned by the circus or by others, shall be counted in computing the tax.

(c) Each side show, curiosity show, or other similar shows, exhibiting on the same or contiguous lots with a circus, the tax shall be, per day or part of a day -7.50

And each separate tent shall be regarded as a sideshow, and shall pay the license tax hereinbefore provided.

The payment of the foregoing tax shall permit only the exhibition known as the "sideshow", or in circus parlance, the "kid show". Before any permit for the licensing of any circus, menagerie, wild west show, or dog and pony show will be given, an application must be made to the City Manager, which application must show the name and title of the circus or other exhibition, the manager thereof, the owner or operators of the same, and, if a corporation, the principal office or place of business, and the officers thereof, and the route of such circus or exhibition for the six days following any performance in Asheville; and if such route is not determined at the time of such application, it must be filed before giving any performance within the City; the number of cars, including "advance cars", the lot upon which the "big top", "cook house", stables, and other tents and equipment will be placed; whether a parade will be given or not; the articles of merchandise to be vended, and the retail price thereof; which application must be sworn to and subscribed before an officer authorized to administer an oath; provided, further, that the tax shall be based on the report of the State Treasurer or an actual count of cars by the Director of Finance and the payment of a license on the main and sideshows shall not authorize or permit the operation or the sale of any concession, soft drinks, or other merchandise without payment of the tax specifically designated herein upon such sales, and the sale of any and all foodstuffs shall be under the supervision of the Health and Sanitary Departments, and all ordinances regulating the handling of food shall apply to sales by any circus, their servants, agents, employees, or concessionaries.

Provided, further, that a cash deposit of fifty ($50.00) dollars will be required from each cirdus or exhibition before "setting up" on lot, to defray the expenses of the Sanitary Department for cleaning up the lot used. The actual cost of such cleaning will be charged and refund will be made in the event of any surplus. A deposit to cover cost of water used from the city supply will be required in accordance with the size of the circus.

CLAIM OR COLLECTION AGENCIES.

Every person, firm, corporation or association engaged in the business of operating a collection agency for the purpose of collecting accounts, bills, notes, or any other indebtedness from one person, firm or corporation in favor of another, shall pay a license tax of, per annum - - - - - -$20.00

Provided, that this section shall not apply to a regularly licensed practicing attorney-at-law.

CLEANING AND PRESSING ESTABLISHMENTS.

See "Pressing Clubs".

CLEANERS OR DYERS OF HATS.

See "Pressing Clubs".

CLOTHING MERCHANTS.

Men's and Boys' Apparel.

Every person, firm, or corporation selling men's and boys' apparel at retail, shall pay the following graduated license tax based on the annual gross receipts:

Less than $2,000 annually	$ 5.00
2,000 and less than 5,000	10.00
5,000 and less than 10,000	15.00
10,000 and less than 15,000	20.00
15,000 and less than 25,000	25.00
25,000 and less than 35,000	30.00
35,000 and less than 50,000	40.00
50,000 and less than 75,000	50.00
75,000 and over	75.00

CLOTHING MERCHANTS.

Women's, Misses' and Girls' Apparel.

Every person, firm, or corporation selling women's, misses' and girls' apparel at retail, shall pay the following graduated license tax based on the annual gross receipts:

Less than $2,000 annually	$ 5.00
2,000 and less than 5,000	10.00
5,000 and less than 10,000	15.00
10,000 and less than 15,000	20.00
15,000 and less than 25,000	25.00
25,000 and less than 35,000	30.00
35,000 and less than 50,000	40.00
50,000 and less than 75,000	50.00
75,000 and over	75.00

CLOTHING--SECOND-HAND.

Dealers in second-hand clothing shall pay a license tax of, per annum - - - - - $25.00

Provided, that all such dealers shall secure a permit from the Health Officer.

COAL AND COKE DEALERS.

(a) WHOLESALE: Every person, firm, or corporation, either as agent or principal, engaged in and conducting the business of selling coal or coke in carload lots, or in greater quantities, shall be deemed a wholesale dealer, and shall pay a license tax of, per annum -$75.00

PROVIDED, that if such wholesale dealer shall also sell coal or coke, in less than carload lots, he shall not be subject to the retailers' license. tax provided in sub-section (b) hereof.

(b) RETAIL: Every person, firm or corporation, either as agent or principal, engaged in and conducting the business of selling or delivering coal or coke at retail within the corporate limits of the City of Asheville, shall pay a license tax of, per annum -$75.00

PROVIDED, however, that dealers or peddlers in coal who sell in quantities of five hundred pounds or less, shall pay per annum -$25.00

Those who sell in quantities of 100 pounds or less shall pay, per annum - - - - - - - - 5.00

NOT PRORATED.

COCA-COLA, BOTTLING WORKS, MERCHANTS OF.

See "Bottling Works".

COFFEE.

See "Tea, Coffee, and Sugar".

COFFEE ROASTERS.

Every person, firm or corporation, engaged in operating one or more coffee roasting machines, shall pay a license tax of, per annum - $25.00

COFFINS, CASKETS--DEALERS IN.

See "Caskets, Coffins, Dealers In".

COLD STORAGE WAREHOUSES.

On each person, firm or corporation operating a warehouse where cold storage is furnished for any purpose, a license shall be paid, per annum - $125.00

Where this tax is paid no other warehouse tax shall be paid.

COMMERCIAL AGENTS.

Each, per annum - $25.00

COMMISSION BUYERS AND SELLERS.

Every person, firm or corporation, who or which engages in the business of buying and/or selling on commission any cotton, grain, provisions, or other commodities, either for actual, spot, or instant delivery, shall pay a license tax of, per annum - $50.00

CONTRACTORS AND CONSTRUCTION COMPANIES.

(a) Every person, firm or corporation who, for a fixed price, commission, fee or wage, offers or bids to construct within the City of Asheville any building, highway, street, sidewalk, bridge, culvert, sewer, water or drainage system, electric or steam railway, reservoir, or dam hydraulic or power plant, transmission line or tower, excavation, or grading or other improvement of structure, or any part thereof, shall pay a license tax of, per annum - $10.00

(b) ELECTRICIANS:

Every person, firm or corporation who for a fixed price, commission, fee or wage engages in the business with the general public as an electrician shall pay a license tax of, per annum -$20.00

PROVIDED, where only one additional person is employed tax shall be - - - - - - - -$10.00

(c) PAINTERS:

Every person, firm or corporation who for a fixed price, commission, fee or wage engages in the business with the general public as a painter shall pay a license tax of, per annum - - $10.00

And shall pay for each additional workman, per annum - - - - - - - - - - - - - - -$2.00

PROVIDED, however, that itinerant smokestack and structural steel painters shall pay a license tax of:

Per annum -$15.00
Per month - 2.50

(d) PLASTERERS.

Every person, firm or corporation who for a fixed price, commission, fee or wage engages in the business with the general public as a plasterer, shall pay a license tax of, per annum - - $10.00

(e) PLUMBERS.

Every person, firm or corporation who for a fixed price, commission, fee or wage engages in the business with the general public for plumbing, heating, sprinkling and gas fitting shall pay a license tax of, per annum - $20.00

PROVIDED, that when a licensed plumber employes only one additional person the tax shall be one-half ($10.00).

(f) SHEET METAL WORKERS.

Every person, firm or corporation who for a fixed price, commission, fee or wage engages in the business with the general public, doing sheet metal, tinning, roofing, ventilating work or operating a tin shop, shall pay a license tax as follows:

If not more than six persons are employed, per annum - - - - - - - - - - - - - - - - - -$25.00
Over six persons employed, per annum - 30.00

(g) WRECKERS.

Every person, firm or corporation who for a fixed price, commission, fee or wage engages in the business with the general public of demolishing, wrecking or tearing down any house or building, shall pay a license tax of, per annum -$25.00

(h) MISCELLANEOUS CONTRACTORS.

Every person engaged in business as contractor, and not otherwise specifically taxed by this article, shall pay a license tax of, per annum -$15.00

PROVIDED, that no person, firm or corporation doing business under any or all of these sections from a to h herein specified, shall be granted any permit and no inspection shall be made where such permit or inspection is required, unless such person, firm or corporation have paid their City Privilege License as herein specified.

COTTON BROKERS.

See "Brokers, Cotton".

COTTON MILLS.

Every person, firm or corporation, operating a cotton mill, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

ELECTRICAL ENGINEERS.

Exempt by State Statutes.

ELECTRICAL EQUIPMENT, FIXTURES OR SUPPLIES.

Every person, firm or corporation, selling or distributing any electrical equipment, supplies, or fixtures, where the principal business done is electrical equipment, fixtures, or supplies, shall pay a license tax of, per annum - - -

FLOOR FINISHERS.

Floor finishers using electrically operated machinery, shall pay a license tax of, per annum - $10.00

FLORISTS.

(a) On every person, firm or corporation, operating or maintaining a shop or store for the sale of flowers or ornamental plants, a license tax shall be paid of, per annum - - - - - - - - - - - - - - - - - $50.00

Provided, that if any person, firm or corporation, shall do an annual business of less than $2,500.00 and not more than $1,500.00 the license tax on such business shall be - - - - - - - - - - - - - - - - - $35.00

Provided, where such annual business is less than $1,500.00 a license tax of, per annum - - - -$20.00

(b) On every person, firm or corporation, operating or maintaining a wagon or truck for the sale of flowers, or ornamental plants on the streets of the city, and not paying the foregoing tax, on each truck or wagon, shall pay a license tax of, per annum -$25.00

The foregoing tax shall NOT BE PRORATED.

(c) Flower Peddlers. Prohibited on all business streets and sidewalks within the fire district, except on curb market. See Curb Market ordinance for regulations.

FLOUR AND/OR GRIST MILLS.

Every person, firm or corporation operating a flour and/or grist mill, shall pay a license tax of, per annum -$50.00

Provided, where small grist mills grinding corn only, shall pay a license tax of, per annum -$10.00

FLOUR, MEAL AND FEED STORES.

Every person, firm or corporation whose principal business is the selling of flour, meal and/or feed at wholesale or retail shall pay a license tax of, per annum -$25.00

Provided, where retail grocery stores or other retail establishments, whose principal business is not the selling of feed, the tax shall be, per annum on feed - $5.00

FLYING-JENNY OR MERRY-GO-ROUND.

See "Riding Devices".

FORTUNE TELLERS.

See "Gypsies and Fortune Tellers".

FOUNDRIES AND MACHINE SHOPS.

Each, per annum - - - - - - - - - - - - - - - - - - -

Every person, firm or corporation, selling or distributing glass, shall pay a license tax of:

At wholesale, per annum - - -

day are:

Less than $2.00 - - -

"L"

LABOR AGENTS, EMIGRATION.

(a) Every person, firm or corporation, either as agent or principal, engaged in soliciting, hiring and/or contracting with laborers, male or female, in this State, for employment out of the State, shall pay a license tax of, per annum - - -

MAKERS OF PONDS.

See "Pond Makers".

MANICURISTS.

Resident, per annum - - -

On each place having a seating capacity of less than 500 - $125.00
On each place having a seating capacity of 500 or less than 1,000 - - - - - - - - - - - - - - 175.00
On each place having a seating capacity over 1,000 - 212.00

PROVIDED, any moving picture show operating more than two (2) miles from the business center of the City of Asheville (for the purpose of this provision the term "business center" being defined as the intersection of the principal business streets of the City of Asheville), the territory in which such moving picture show is located having been annexed to such city subsequent to January 1, 1923, the license tax shall be, per annum - - - - - - - - - - - - - - - - - - -

On each and every lot used for a public parking place for profit, where other service is not rendered, shall be paid a license tax of, per annum - - -

Every person, firm or corporation buying or selling poultry or eggs, at wholesale, shall pay a license tax of, per annum - - -

Sandwiches, wholesale, per annum - - -

See "Footblack Stands".

STANDS, FRUIT.

See "Fruit Stands".

STANDS, LEMONADE--PUBLIC OCCASIONS.

See "Lemonade Stands".

STAR COURSES.

See "Chautauquas".

STATIONS, GASOLINE OR AUTO CLEANING.

See "Automobile Service Stations".

STEAM SHOVELS.

On each and every steam, gas or motor driven shovel operated in the City of Asheville, a license tax shall be paid of, per annum - - -

TIN SHOPS OR SHEET METAL WORKING ESTABLISHMENTS.

See "Contractors and Construction Companies".

TIRE DEALERS.

See "Automobile Service Stations".

TITLE INSURANCE.

Every person, firm or corporation engaged in the business of guaranteeing or insuring titles, shall pay a license tax of, per annum - - -

WINE.

See Special Ordinance No. 241

WOOD, KINDLING--CHEMICAL.

(a) Every person, firm or corporation selling wood for fuel purposes, shall pay a license tax of, per annum - - -

Gentlemen:

The present Asheville Boxing Commission was appointed by the City Council on June 21, 1945, and its term of office will expire June 21, 1947. At the time of its appointment, boxing had been dormant in Asheville for several years, and the Commission was faced with the task of rebuilding this sport from the ground up.

The only thing received from the Secretary of the former Commission was a bank balance in the sum of $73.33, and three printed rule books which had been promulgated and published many years ago.

It was not until the late fall of 1945 that a promoter was found who could meet the qualifications and requirements of your present Commission, and the first boxing match was held on October 29, 1945. Between October 1945 and today, three individuals were from time to time licensed as boxing promoters and one individual as a wrestling promoter. Wrestling, after several exhibitions, proved unsuccessful, and at the present time boxing alone is being conducted on an average of twice each month.

The present Commission, in conjunction with the Commissions of the Cities of Charlotte, Raleigh and Winston-Salem, has helped to reorganize and reconstitute the North Carolina Athletic Commission, which is a voluntary State organization for the uniform control of boxing and wrestling in all cities of the State where such sports are legalized. The Asheville Commission also has reaffiliated itself with the National Boxing Association of the United States, which supervises and controls boxing in forty-six States of the Union.

We have caused to be printed from time to time official stationery, license application forms, license cards, boxing contracts and official report sheets for each boxing or wrestling exhibition held in the City. Annual dues to the North Carolina Athletic Commission and the National Boxing Association of the United States have been paid promptly when due, and Asheville is a duly accredited member of both organizations.

Under the law creating the Asheville Commission, the Commissioners are not allowed to receive any compensation for their services, and the only persons deriving compensation are the Secretary of the Commission and the physician. Each of these gentlemen is remunerated for services rendered at each exhibition staged in Asheville.

All the books, accounts and records of the Commission are kept by the Secretary, Mr. Vincent Ort, and he is the only individual authorized to sign checks against the bank account, which is maintained in the Wachovia Bank and Trust Company of this City.

The Commission for some time has been in dire need of several hundred books containing the various rules, regulations and orders under which the Commission functions, and funds have been accumulated to defray the expenses of their printing. This has not been undertaken as yet because the National Boxing Association recently announced that at its annual convention to be held in September 1947 a form of model and uniform rules and regulations will be submitted to all boxing commissions in the United States who are members thereof, and your present Commission believes that the local rule books should not be printed until the National Boxing Association Book is available for study and consideration.

In the opinion of the Commission, boxing in Asheville is now on a sound footing. The confidence of the paying public has been restored, and every person having had any connection or dealings with either boxing or wrestling during the past two years has been fully compensated and paid. There are no outstanding claims or demands whatsoever.

The members of the present Commission have been glad to donate their services in serving as Commissioners, and we feel that our time and efforts have in some small part contributed to the present success of the sport and have tended to enlarge and round out the general entertainment program for our citizens and visitors.

In conclusion, we submit herewith an audit of our activities covering the period from October 29, 1945, through June 7, 1947, as prepared by Mr. W. Bowen Henderson, certified public accountant of Asheville.

Respectfully submitted,

Clarence H. Crawford

J. Y. Jordan, Jr.

Paul F. Pittillo
COMMISSIONERS

Councilman Lee moved that the Council go on record extending appreciation to Mr. Jordan and the members of the Commission for their services rendered in doing an outstanding job of bringing to the people of the community a clean sport. This motion was seconded by Councilman Brown, and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

Fred L. Seely
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 26, 1947 -- 4:00 P. M.

The City Council met in regular session Thursday, June 26, 1947, at 4:00 o'clock P. M. with Vice-Mayor Fred L. Seely, Jr. presiding. Present: Councilmen Walter I. Abernethy, Earl W. Eller, C. Fred Brown, F. M. Mulvaney, L. Lyons Lee, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Vice-Mayor Fred L. Seely, Jr.

The minutes of the previous meeting were read and approved.

Resolution appointing a Boxing and Wrestling Commission for the City of Asheville was upon motion of Councilman Eller, seconded by Councilman Lee, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2, at page 425.

Resolution authorizing City Manager to enter into agreement with Federal Works Agency, Bureau of Community Facilities, was upon motion of Councilman Mulvaney, seconded by Councilman Lee, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2, at page 426.

Resolution authorizing Vice-Mayor to enter into lease with Appalachian Coals, Incorporated for space in City Building was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2, page 427

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 23rd day of June, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and APPALACHIAN COALS, INC., an Ohio corporation, having its principal office and place of business in the city of Cincinnati, Ohio, hereinafter called the Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 509 and 510, containing 803 square feet of floor space, in the building known as the City Hall Building, Asheville, N. C., said premises to be used and occupied by the Lessee for the purpose of a general office.

2. To have and to hold the said premises with their appurtenances for the term of one (1) year beginning June 23, 1947 and ending June 23, 1948.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar and Twenty-five cents ($1.25) per square foot per year, payable in eleven equal monthly installments of $83.65 each, and one last or twelfth monthly installment of $83.60, due and payable on the 23rd day of each month beginning on the 23rd day of June, 1947 and continuing for the period of this lease.

4. The Lessor or the Lessee may terminate this lease at any time by giving thirty (30) days notice in writing to the other party.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the written consent of the Lessor.

6. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water, and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

7. The Lessee will not make any alterations in, or additions to, the premises without the written consent of the Lessor and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, ordinary wear and tear excepted.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. In event the Lessee fails to comply with all the provisions of this lease or violates any of the conditions or covenents herein contained, to be done or performed, then the Lessor at its option may declare said lease violated and may re-enter and re-possess itself of the said premises, with or without process of law.

10. The stipulations, agreements, and covenants herein contained are binding upon the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by Fred L. Seely, Jr., its Vice-Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused these presents to be signed in its corporate name by its president and attested by its secretary and its corporate seal to be hereunto affixed, the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

ATTEST:

By_____
VICE-MAYOR

_____
CITY CLERK

APPALACHIAN COALS, INC.

ATTEST:

By_____
President

_____
Secretary

Ordinance #313, being "AN ORDINANCE AMENDING ORDINANCE 254 KNOWN AS THE ELECTRICAL ORDINANCE AS CONTAINED IN ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, 1945", was upon motion of Councilman Mulvaney, seconded by Councilman Abernethy, unanimously passed on its second reading with all members present voting as follows:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Brown voted "aye"
Councilman Eller voted "aye"
Councilman Lee voted "aye"
Vice-Mayor Seely voted "aye"

A delegation of residents from the Carroll Avenue and Hunt Hill section appeared before the Council to request that something be done about restoring the bridge which connects this area with Biltmore Avenue.

City Manager Burdette explained that the city's plans for rebuilding this bridge through the use of a permanent earth fill has been halted by an injunction as a result of protests by property owners effected by the fill. Also, that three courses of action are open, one being the rebuilding of the bridge, second the rebuilding of a walkway only, and the third a new street approach to Valley Street.

It was brought out during the discussion that there are 28 families residing in the Carroll Avenue and Hunt Hill section.

Councilman Lee made a motion that this matter be referred to City Manager Burdette, Mr. Weir and the Engineering Department and let them make an exhaustive study of the situation to determine just what is the best thing to do to give relief and protect the interests of the city, with report and recommendations to be made within three weeks. This motion was seconded by Councilman Brown and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

Fred L. Seely
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 3, 1947 -- 4:00 P. M.

The City Council met in regular session on Thursday, July 3, 1947, at 4:00 o'clock P. M. with Vice-Mayor Fred L. Seely, Jr. presiding. Present: Councilmen L. Lyons Lee, Earl W. Eller, C. Fred Brown, D. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel [illegible] Vice-Mayor Fred L. Seely, Jr.

The minutes of [illegible] meeting [illegible]

Ordinance #313, being "AN ORDINANCE AMENDING ORDINANCE 254 KNOWN AS THE ELECTRICAL ORDINANCE AS CONTAINED IN ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, 1945", was upon motion of Councilman Mulvaney, seconded by Councilman Abernethy, unanimously passed on its third and final reading with all members present voting as follows:

Councilman Mulvaney voted "aye"
Councilman Brown voted "aye"
Councilman Eller voted "aye"
Councilman Lee voted "aye"
Vice-Mayor Seely voted "aye"

ORDINANCE NO. 313

AN ORDINANCE AMENDING ORDINANCE 254 KNOWN AS THE ELECTRICAL ORDINANCE AS CONTAINED IN ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, 1945

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That Ordinance 254 be and it is hereby amended by striking out Section 44, and Ordinance 298 is hereby amended by striking out Section 345, said Section 345 being the same as said Section 44, and inserting in lieu thereof the following:

Fee Schedule

A

1 to 8 outlets	$ 1.00
9 to 14 outlets	1.50
15 to 22 outlets	2.00
23 to 30 outlets	2.50
31 to 40 outlets	3.00
41 to 50 outlets	3.50
51 to 60 outlets	4.00
61 to 70 outlets	4.50
71 to 80 outlets	5.00
81 to 90 outlets	5.50
91 to 100 outlets	6.00
For each additional 25	1.00

B. Fixture Sockets

1 to 20	1.00
21 to 100, each	.05
For over 100, each	.02½

C. Motors

½ H. P. and less than 1	1.00
1 H. P. and less than 5	1.50
5 H. P. and less than 7	2.00
7 H. P. and less than 10	2.00
10 H. P. and less than 20	2.50
20 H. P. and less than 50	3.00
50 H. P. and less than 75	3.50
75 H. P. and less than 100	4.00
For each additional 100 H. P.	2.00

D. Miscellaneous

Sign, 1 circuit or less	1.00
Sign, 2 circuits or more, each circuit	1.00
Ranges	1.00
Water Heater	1.00
Commercial refrigerator	1.00
Furnace connections	1.00
Transformers, oil filled	1.00
Gas pumps	1.00
Motion picture machines	1.00
X-ray machines	3.00
Meter service	1.00
Rectifiers	1.00
Vulcanizers, toasters, waffle irons, and any and all other machines and devices, rated at 1360 watts or over, each	1.00

E. Extra Electrical Inspections

Each extra electrical inspection	2.00

Section 2. That this ordinance shall be in full force and effect fifteen days after date of publication.

Section 3. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

I move the adoption of the foregoing ordinance, this 19 day of June, 1947.

Frank Mulvaney
COUNCILMAN

SECONDED BY: Walter I. Abernethy
COUNCILMAN

Read, approved and adopted, this 3 day of July, 1947, to become effective 21 day of July, 1947.

Fred L. Seely, Jr.
VICE-MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

Ordinance #314, being "AN ORDINANCE AMENDING ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE", was upon motion of Councilman Lee, seconded by Councilman Eller, unanimously passed on its first reading with all members present voting as follows:

Councilman Lee voted "aye"
Councilman Brown voted "aye"
Councilman Eller voted "aye"
Councilman Mulvaney voted "aye"
Vice-Mayor Seely voted "aye"

Resolution authorizing the City Manager to use as a temporary budget for the month of July, 1947 the sum of $75,000.00 was upon motion of Councilman Eller, seconded by Councilman Lee, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 428.

Resolution authorizing and directing Mayor to execute lease with Dr. Gardner F. Smart for space in city building was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 429.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. GARDNER F. SMART, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 801 and 802, containing 1150 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1947 and ending June 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of seventy-five (75¢) cents per square foot per year, payable in equal monthly installments of $71.88 each in advance on the first day of each month beginning on the first day of July, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except moveble furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by _____, its ____ Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By _____
MAYOR

ATTEST:

_____
CITY CLERK

_____ (SEAL)

Resolution authorizing and directing Mayor to execute lease with Dr. William F. Powell for space in city building was upon motion of Councilman Brown, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 430.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. WILLIAM F. POWELL, of Buncombe County, North Carolina, hereinafter called LESSEE;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 809 and 810, containing 1150 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years, beginning July 1, 1947 and ending June 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of Seventy-five (75¢) cents per square foot per year, payable in equal monthly installments of $71.88 each in advance on the first day of each month beginning on the first day of July, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by _____, its _____ Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By_____
MAYOR

ATTEST:

_____
CITY CLERK

_____(SEAL)

Resolution authorizing and directing Mayor to execute lease with Dr. Albert Kodack for space in city building was upon motion of Councilman Mulvaney, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 431.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. ALBERT KODACK, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 807, 808, containing 660 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1947 and ending June 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of Seventy-five (75¢) cents per square foot per year, payable in equal monthly installments of $41.25 each in advance on the first day of each month beginning on the first day of July, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by _____, its _____ Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By_____
MAYOR

ATTEST:

_____
CITY CLERK

_____(SEAL)

Resolution authorizing and directing Mayor to execute lease with Dr. J. D. MacRae for space in city building was upon motion of Councilman Lee, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 432.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. J. D. MacRAE, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 803, 804, 805, containing 1234.3 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1947 and ending June 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of Seventy-five (75¢) cents per square foot per year, payable in equal monthly installments of $77.14 each in advance on the first day of each month beginning on the first day of July, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by _____, its ____ Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By _____
MAYOR

ATTEST:

_____
CITY CLERK

_____ (SEAL)

CHAMBER OF COMMERCE - REQUEST FOR FUNDS FOR ADVERTISING AND PUB-

A delegation from the Asheville Chamber of Commerce, headed by Francis J. Heazel, president, and W. Randall Harris, Jr., chairman of the advertising committee, appeared before the City Council to request the city to appropriate approximately $15,000 in its 1947-48 budget for advertising, and presented a tentative budget in which the items proposed for the advertising campaign were listed.

Vice-Mayor Seely told the group that the matter would be given serious consideration when the question of the budget was taken up.

There being no further business, the meeting was upon motion adjourned.

Fred L. Seely
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 10, 1947 -- 4:00 P. M.

The City Council met in regular session Thursday, July 10, 1947, at 4:00 P. M. with Mayor C. E. Morgan presiding. Present Councilmen Earl W. Eller, Fred L. Seely, Jr., L. Lyons Lee, Walter I. Abernethy, C. Fred Brown, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

RANKIN AVENUE - PETITION TO CHANGE LAST BLOCK TO ELIZABETH PLACE

A petition was presented to the City Council by the property owners of the last block of Rankin Avenue, which begins at Elizabeth Street, and continues to a point directly beneath the West Chestnut Street Viaduct, where it comes to a dead end, requesting that the name of this block be changed from Rankin Avenue to Elizabeth Place.

Councilman Brown moved that the City Manager and Corporation Counsel be instructed to draw the proper resolution to change the name of this street as requested. This motion was seconded by Councilman Eller, and unanimously adopted.

[illegible]

A petition, signed by several hundred residents of lower Patton Avenue, was presented to the City Council requesting the reinstatement of fifteen minute bus service on Patton Avenue from Pritchard Park to Park Avenue and return.

Councilman Lee moved that this matter be referred to the City Manager for investigation and report back to the Council. This motion was seconded by Councilman Mulvaney, and unanimously adopted.

ORDINANCE #314 - AMENDING BUILDING CODE SECOND READING

Ordinance #314, being "AN ORDINANCE AMENDING ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE," was upon motion of Councilman Lee, seconded by Councilman Eller, unanimously passed on its second reading with all members present voting as follows:

Councilman Lee voted "aye" — Councilman Mulvaney voted "aye"
Councilman Brown voted "aye" — Councilman Seely voted "aye"
Councilman Eller voted "aye" — Councilman Abernethy voted "aye"
Mayor Morgan voted "aye"

AUSTIN BELGARDE, INC. - LEASE OF SPACE IN CITY BUILDING

Resolution authorizing and directing Mayor to execute lease with Austin Belgarde, Inc. for space in city building was upon motion of Councilman Seely, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 433.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 10 day of July, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the lessor, and AUSTIN BELGARDE, INC., a North Carolina corporation, having its principal office and place of business in the city of Asheville, N. C., hereinafter called the Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 513, containing 443 square feet of floor space, in the building known as the City Hall Building, Asheville, N. C., said premises to be used and occupied by the Lessee for the purpose of a general office, manufacture of spectacles, eyes, and the sale of optical products.

2. To have and to hold the said premises with their appurtenances for the term of one (1) year beginning July 15, 1947 and ending July 14, 1948.

3. The Lessee shall pay rent at the rate of One Dollar and Twenty-five cents ($1.25) per square foot per year, payable in equal monthly installments of $46.14 on the first day of each month at the office of the Lessor during business hours, and the Lessee will without any previous demand therefor pay the rent at the times and in the manner above provided (said rent always being payable for each month in advance on the first day of the month, or if the term begin other than the first day of any month the first payment shall be made on the first day of occupancy and be for the pro rata part of one month's rent) during the period of this lease.

4. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the written consent of the Lessor.

5. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water, and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

6. The Lessor shall install such partitions as may be required by the Lessee, which said partitions shall be put in at the expense of the Lessee.

7. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

8. The Lessee will not make any alterations in, or additions to, the premises without the written consent of the Lessor and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, ordinary wear and tear excepted.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their departments applicable to said premises, or if the lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused these presents to be signed in its corporate name by its president and attested by its secretary and its corporate seal to be hereunto affixed, the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By C. E. Morgan
MAYOR

ATTEST:

CITY CLERK

AUSTIN BELGARDE, INC.

By _____
President

Attest:

Secretary

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 17, 1947 -- 4:00 P. M.

The City Council met in regular session Thursday, July 17, 1947, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, Earl W. Eller, F. M. Mulvaney, I. Lyons Lee, Fred L. Seely, Jr, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

INTERNATIONAL CITY MANAGERS ASSOCIATION -

A letter from the International City Managers Association, inviting the city to be represented at the convention in California, was received by the Council.

Councilman Lee moved that this matter be held for further consideration. This motion was seconded by Councilman Seely, and unanimously adopted.

Ordinance #314, being "AN ORDINANCE AMENDING ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, 1945", was upon motion of Councilman Eller, seconded by Councilman Lee, unanimously passed on its third and final reading with all members present voting as follows:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Eller voted "aye"
Councilman Lee voted "aye"
Councilman Seely voted "aye"
Mayor Morgan voted "aye"

ORDINANCE 314

AN ORDINANCE AMENDING ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, 1945, RELATIVE TO THE BUILDING CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That Ordinance 298 be and it is hereby amended by adding a new section to be known as Section 249A under Article 1, Building Code, Chapter III, as follows:

249A Inspection Fee Schedule. A permit shall be issued only upon the payment of the required inspection fee for every new building, addition, or alteration to any building, or other work provided for in this Building Code, and the Building Inspector shall charge and collect inspection fees based upon the total cost of such new building, addition or alteration to any building as follows:

$ 50.00	to $ 100.00	$ 1.00	
100.00	to 200.00	2.00	
200.00	to 400.00	4.00	
400.00	to 600.00	5.00	
600.00	to 800.00	6.00	
800.00	to 1,000.00	10.00	
1,000.00	to 3,000.00	12.00	
3,000.00	to 6,000.00	15.00	
6,000.00	to 10,000.00	20.00	
10,000.00	to 15,000.00	25.00	
15,000.00	to 25,000.00	35.00	
25,000.00	to 50,000.00	50.00	
50,000.00	and up	1.00	per thousand
Roofing Permits		1.00	

Section 2. That this ordinance shall be in full force and effect fifteen days after date of publication.

Section 3. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

I move the adoption of the foregoing ordinance, this 3 day of July, 1947.

I. Lyons Lee
COUNCILMAN

SECONDED BY: E. W. Eller
COUNCILMAN

Read, approved and adopted, this 17th day of July, 1947, to become effective 4th day of August, 1947.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

Resolution authorizing Mayor to enter into leases with Dr. G. D. Wilson, Dr. J. H. Worley, Dr. F. J. McMahon, Dr. L. T. Russell, Jr., Dr. C. A. Candler, Dr. R. L. Stricker, and Dr. W. E. Farmer was upon motion of Councilman Seely, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 434

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. G. D. WILSON, of Buncombe County, North Carolina, hereinafter called lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 307 and 308, containing 820.4 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years, beginning July 1, 1947 and ending June 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $68.36 each in advance on the first day of each month beginning on the first day of July, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the Statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

ATTEST:

By_____
MAYOR

_____
CITY CLERK

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. J. H. WORLEY, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 301 and 302, containing 840.4 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1947 and ending June 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $70.03 each in advance on the first day of each month beginning on the first day of July, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to and end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

ATTEST:

By_____
MAYOR

_____
CITY CLERK

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. F. J. McMAHON, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 303 and 304, containing 489.4 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1947 and ending June 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot

per year, payable in equal monthly installments of $40.78 each in advance on the first day of each month beginning on the first day of July, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

ATTEST:

By_____
MAYOR

_____
CITY CLERK

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. L. T. RUSSELL, JR., of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 309, containing 328.3 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1947 and ending June 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $27.35 each in advance on the first day of each month beginning on the first day of July, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances,, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By_____
MAYOR

ATTEST:

_____
CITY CLERK

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and Dr. C. A. Candler, Jr., of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 310, containing 934.87 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years, beginning July 1, 1947 and ending June 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $77.90 each in advance on the first day of each month beginning on the first day of July, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements contained in this lease on the part of the lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By_____
MAYOR

ATTEST:

_____
CITY CLERK

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. R. L. STRICKER, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 305 and 306, containing 925.5 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning July 1, 1947 and ending June 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $77.12 each in advance on the first day of each month beginning on the first day of July, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during

the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By_____
MAYOR

ATTEST:

_____
CITY CLERK

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of July, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. W. E. FARMER, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 311 and 312, containing 470.5 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years, beginning July 1, 1947 and ending June 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $39.21 each in advance on the first day of each month beginning on the first day of July, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence

the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

12. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

13. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By_____
MAYOR

ATTEST:

_____
CITY CLERK

_____(SEAL)

LE

Resolution authorizing Mayor to enter into lease with E. J. Pothier for space in city building was introduced by Councilman Lee, seconded by Councilman Seely, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 435.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of September, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and E. J. POTHIER, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: The entire north side of the fifth floor and part of the west side of the fifth floor, containing 3393 square feet of floor space, exclusive of corridors, and said floor space being presently designated as Rooms 501, 514, 515, 516 and 517, in the building known as the City Hall Building, Asheville, North Carolina.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning September 1, 1947 and ending August 31, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $282.75 each in advance on the first day of each month beginning on the first day of Sept., 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessor shall install such plumbing, heating, gas and electrical fixtures and connections and all partitions that are to be plastered as may be required by the Lessee, which said fixtures and connections and improvements shall be installed and paid for all at the expense of the lessee. The Lessor shall pay the cost of removing and installing all standard metal and glass partitions.

7. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

8. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

9. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

10. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of lessee, his agents, patients, guests, or employees.

11. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

13. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By C. E. Morgan
MAYOR

ATTEST:

Margaret Simmons
CITY CLERK

_____(SEAL)

Resolution changing the name of the last and northernmost block of Rankin Avenue, being that block between Elizabeth Street and its point of dead end beneath West Chestnut Street viaduct, to Elizabeth Place, was upon motion of Councilman Lee, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 436.

Mr. Don Watson of the Don Watson Radio Service appeared before the City Council and requested permission to erect a sign on the sidewalk at the corner of Haywood Road and Swannanoa Avenue.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 24, 1947 -- 4:00 P. M.

The City Council met in regular session Thursday, July 24, 1947, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, Fred L. Seely, Jr., C. Fred Brown, Walter I. Abernethy, L. Lyons Lee, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Claim for damages for death of Gay Ree Lowman was presented to the Council. Upon motion of Councilman Lee, seconded by Councilman Brown, this claim was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

FLORENCE E. LOWMAN, Administratrix of the Estate of Gay Ree Lowman, deceased,
Claimant

-vs-

THE CITY OF ASHEVILLE,
Defendant

NOTICE OF CLAIM FOR WRONGFUL DEATH

To the Honorable Mayor, City Manager and Council of the City of Asheville:

The undersigned, FLORENCE E. LOWMAN, a citizen and resident of Asheville, North Carolina, residing at [illegible] Marlett Street, Administratrix of the Estate of Gay Ree Lowman, deceased, hereby files claim against the City of Asheville for the wrongful death of the said Gay Ree Lowman at the time, place and manner in the particulars set out, to-wit:

1. Date. That the said Gay Ree Lowman was injured on the 24th day of April, 1947, and that she died of said injuries on the 24th day of April, 1947 at about 1:25 o'clock A. M.

2. Place. That the said Gay Ree Lowman was injured which injuries caused her death on Black Mountain Road, in the City of Asheville, North Carolina.

3. Manner of injury causing death. That the said Gay Ree Lowman was riding in an automobile driven by one Thomas E. Townsend returning from the neighborhood of Black Mountain, North Carolina at 12:05 o'clock A. M. when the car in which she was riding ran into a hole almost in the middle of said Street or Road causing the said car to get out of control of the driver throwing the claimant's intestate out of the car and injuring her which caused her death. That this claimant further states that the City of Asheville was grossly negligent in allowing said Street or Road to become in such bad condition that the hole eighteen (18) to twenty (20) inches deep and eighteen (18) to twenty-four (24) inches wide had remained in said road or Street for a period of at least two months prior to the date of the injury and death of the claimant's intestate. That the Administratrix has been placed to expense of doctors and funeral bills and that she has been damaged in the sum of Fifty Thousand ($50,000) Dollars.

WHEREFORE, this claimant gives notice and makes demand against the City of Asheville for the amount of Fifty Thousand ($50,000) Dollars.

Respectfully submitted, this 18th day of July, 1947.

Florence E. Lowman
Claimant

The above notice and claim was filed with the City of Asheville on the 18 day of July, 1947 by [illegible] WORK, Attorney for the Administratrix, and the receipt of same is hereby acknowledged.

Margaret Simmons
for the City of Asheville,
North Carolina.

Mr. D. E. Ray, representing Police Local Union #1016 and Fire Fighters Local #865, presented to the City Council petitions signed by members of both departments, endorsing the request for salary raise, time off and vacation period previously made.

Mr. Ray then presented to the Council a letter asking that the above request be held in abeyance until such time as the financial problems of the city can be worked out.

July 24, 1947
Asheville, N. C.

Honorable Mayor, City Councilmen
City of Asheville
Asheville, N. C.

Gentlemen:

At our last regular meeting, one week ago, representatives of the Unions of the Fire Fighters and the Police Department made request of the Honorable Council for an increase in salary. This request was made because we had gained, through numerous conversations and conferences, previously held with individual members of the City Council and City Officials, the impression that our requests would be met with a ready response.

Through published statements of the Council and City Officials, since that time, we have learned of the deplorable financial condition of our city, and that any increase in pay at this time would necessitate an increase in the tax rate for the Citizens of Asheville. At the time we presented our request for an increase in pay we did not know of these financial conditions and we certainly did not know that our request would call for an increase in the city tax rate.

In the light of this new information and our interest in the welfare of the Citizens of our City, we wish to ask the Honorable Council to hold in abeyance this request of ours, as presented a week ago, until such time as our very able City Council and our very capable City Manager can devise ways and means of financing our City's affairs in such manner as to grant our very reasonable requested increase without having to resort to the unpleasant task of increasing the city tax rate. We have an abiding faith in the ability of our City Council, made up, as it is, of men of wide and extensive business experience, and in the ability of our very capable and competent City Manager, to so direct the affairs of our City Government that such a modest increase as we have requested can be granted without

passing the burden onto an already over-burdened citizenship in the form of increased city taxes.

We make this request that our suggested increase be held in abeyance, in fact of the fact, that members of the Asheville Fire Department and the Asheville Police Department are the lowest paid fire and police departments in the state among the larger cities, with the exception of Raleigh. We know also, as you Gentlemen must know, that living costs in Asheville are higher than in any other comparable city in the south. Yet, despite these facts, we ask that our request for an increase in pay be held in abeyance as stated above.

We would remind your Honorable Council that both the Police and Fire Departments are made up of men who are citizens of the highest type. Our interests are centered in the City of Asheville, the Citizens of which we serve seven days a week. Our Fire Department has often been proclaimed, by private citizens and public officials alike, to be one of the finest in the south. Our Police Department is numbered among the best in the whole country, a condition which is largely due to Mr. Charles W. Dermid, our Director of Public Safety, who, as Chief of Police for many years had absolute charge of the department and trained most of the members of our Police Force, resulting in the high efficiency rating now enjoyed by the Asheville Police Department.

We ask that this letter be read in open meeting, spread upon the minutes of the Council Session, and a copy be given to the press, to the end that the Citizens of Asheville may know that the Unions of the Asheville Fire Fighters and the Asheville Police Department do not desire to push their claims for an increase in pay at the expense of an increased tax rate for the City of Asheville.

Assuring the Honorable Council of our continued high regard and sincere loyalty, we are

Sincerely yours,

FIRE FIGHTERS LOCAL #865

By D. E. Dover
D. E. Dover, President

POLICE LOCAL UNION #1016

By D. E. Ray
D. E. Ray, President

Councilman Lee moved that the request of the Police and Fire Departments be accepted by the Council with grateful appreciation for the sacrifice they are making in behalf of their fellow citizens, and with thanks for the loyalty shown by the members of these departments. This motion was seconded by Councilman Brown, who with other members of the Council joined in expressing similar sentiments, and unanimously adopted.

Resolution authorizing and directing Mayor to execute lease with Tennessee Valley Authority for space in city building was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 437.

CONTRACT NO. TV-97519
ACCOUNT NO. 892-44-16
FORESTRY RELATIONS DEPT.

LEASE
Between
CITY OF ASHEVILLE, NORTH CAROLINA
and
TENNESSEE VALLEY AUTHORITY

For
OFFICE SPACE
At
ASHEVILLE, NORTH CAROLINA

THIS LEASE, made and entered into this the 10th day of July, 1947, between CITY OF ASHEVILLE, NORTH CAROLINA, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Lessor", and TENNESSEE VALLEY AUTHORITY, hereinafter called "TVA",

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants hereinafter stated, the parties agree for themselves, their successors, legal representatives, and assigns, as follows:

1. The Lessor hereby leases to the TVA the following described premises, to-wit:

Room 511, approximately 21 feet by 25 feet less two offsets approximately 1 foot 6 inches by 6 feet 3 inches, divided into three compartments by portable partitions, located on the fifth floor of the Lessor's seven-story brick and stone building, known as the City Hall Building, on City Court, in Asheville, North Carolina. The leased space is outlined in red on the sketch attached hereto and made a part hereof.

The leased premises contain a net floor area of 524 square feet, and are to be used by the TVA for office space, and/or for such other purpose or purposes as it may deem necessary and/or convenient.

1a. The TVA shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1947, and ending with June 30, 1948, subject to the provisions of Article 3 hereof.

3. The TVA shall have the right, as part of the consideration for this lease, to continue in possession of said premises after June 30, 1948, and in that event this lease shall be automatically extended from month to month.

Either party may terminate this lease on any date during the entire term, without regard to rental periods, by giving to the other party notice in writing, specifying the termination date. Such notice shall be given not less than 30 days prior to the termination date so specified.

4. The Lessor shall furnish to the TVA during its occupancy of said premises pursuant to the [illegible], as part of the rental consideration, the following:

Standard janitor service, elevator service, heat, water, and electricity.

5. The Lessor shall, during the term of this lease or any extension thereof, unless herein specified to the contrary, maintain the premises in good repair and tenantable condition. For the purpose of so maintaining the premises, the Lessor reserves the right, at reasonable times, to enter and inspect the premises and to make any necessary repairs thereto.

6. The TVA shall have the right, during the term of this lease, or any extension thereof, to make alterations, attach fixtures, and erect additions, structures, and/or signs, in or upon the premises hereby leased provided such alterations, additions, structures, and/or signs shall have been approved in writing by the Lessor (and further provided such alterations, additions, structures, and/or signs shall not be detrimental to, or inconsistent with, the rights granted to other tenants, if any, on the land of which the leased premises are a part, or in the building in which said premises are located); which fixtures, additions, structures, and/or signs so placed in or upon, or attached to, the premises shall be and remain the property of the TVA and may be removed therefrom by it prior to the termination of this lease, or any extension thereof, and the TVA, if required by the Lessor, shall, before the expiration of the term of this lease or any extension thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease. If the Lessor requires such restoration, the Lessor shall give written notice thereof to the TVA 15 days before the termination of this lease. Anything in this lease to the contrary notwithstanding, the TVA shall have no responsibility or liability for any loss or damage resulting from or occasioned by ordinary wear and tear, the elements, including fire, howsoever caused, or circumstances over which the TVA has no control.

7. The TVA shall pay the Lessor for the premises rent at the following rates:

Forty-three Dollars and Sixty-six Cents ($43.66) per calendar month.

Payment of rent accrued hereunder shall be made as soon after the first day of each calendar month as voucher can be prepared on properly certified invoice covering rent up to and including the last day of the preceding month. Rent for any period less than one (1) month shall be apportioned on a thirty (30) day basis.

8. In the event the said premises or any essential part thereof shall be destroyed by fire or other casualty, this lease shall, in case of total destruction, immediately terminate and, in case of partial destruction or injury, may be terminated at the option of the TVA by notice in writing to the Lessor, given at any time within fifteen (15) days after such fire or casualty, and no rent shall accrue to the Lessor after such notice.

9. No member of or delegate to Congress or Resident Commissioner or any employee of the TVA shall be admitted to any share or part of this lease or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the day and year first above written.

CITY OF ASHEVILLE, NORTH CAROLINA
Lessor

Attest:

Margaret Simmons
City Clerk

By C. E. Morgan
Mayor

TENNESSEE VALLEY AUTHORITY

By
Chief, Office Service Division

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 31, 1947 -- 4:00 P. M.

The City Council met in regular session Thursday, July 31, 1947, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, F. M. Mulvaney, Walter I. Abernethy, Earl W. Eller, L. Lyons Lee, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A petition was presented signed by property owners owning property adjacent to Reed's Creek between Merrimon Avenue and the city limits requesting that a survey be made for the purpose of installing a suitable culvert.

Upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, this matter was

referred to the City Manager for study and report back to the Council.

Resolution adopting the budget for the City of Asheville for the fiscal year beginning July 1, 1947 and ending June 30, 1948 was upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 438.

Mr. Morris Lipinsky, representative of the Bon Marche, presented to the Council the original drawing of an 1891 view of the City of Asheville.

Mayor Morgan, on behalf of the City Council and the City of Asheville, accepted the picture with thanks, and assured the donors that it would be hung in a proper place in the City Hall.

RUTH BRADLEY - POOL ROOM

Judge Guy Weaver, attorney, appeared before the Council in behalf of Ruth Bradley, who is seeking a permit to operate a pool room on Eagle Street.

Mayor Morgan advised him that this matter would be taken up at the next meeting of the Council, at which time all parties interested would be given an opportunity to be heard.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 7, 1947 -- 4:00 P. M.

The City Council met in regular session Thursday, August 7, 1947, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, L. Lyons Lee, Walter I. Abernethy, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

ORDINANCE #315 - ADOPTING AND APPROPRIATING OPERATING BUDGET FOR FISCAL YEAR 1947-48 - FIRST READING

Ordinance #315, "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1947-48", after having been read in full, was upon motion of Councilman Lee, seconded by Councilman Brown, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Lee voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

RUTH BRADLEY - POOL ROOM

Judge Guy Weaver, attorney, again appeared before the Council in behalf of Ruth Bradley, who is seeking a permit to operate a pool room on Eagle Street.

Councilman Lee moved that action on this matter be deferred until the next meeting of the Council. This motion was seconded by Councilman Brown and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 14, 1947 -- 4:00 P. M.

The City Council met in regular session Thursday, August 14, 1947, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen L. Lyons Lee, Walter I. Abernethy, Earl W. Eller, Fred L. Seely, Jr., F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

CLAIM FOR DAMAGES

Claim for damages for personal injuries sustained by Mrs. Mary Rose Lemasters was presented to the Council. Upon motion of Councilman Lee, seconded by Councilman Seely, this claim was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

MRS. MARY ROSE LEMASTERS,
Claimant

vs.

THE CITY OF ASHEVILLE, Defendant

NOTICE OF CLAIM FOR PERSONAL INJURIES

..., City Manager and Council of the City of Asheville:

The undersigned, MRS. MARY ROSE LEMASTERS, by and through Carl W. Greene, her attorney, who is acting for her and at her special request hereby files claim against the City of Asheville for damages for personal injuries sustained by the said Mrs. Mary Rose Lemasters at the time, place and in the manner as follows:

1.

On July 28, 1947 at about 2:00 o'clock P. M.

2.

Claimant was injured in the business section in the City of Asheville on the West side of ... Street several feet north of Eagle Street.

3.

At the said time Mrs. Mary Rose Lemasters, who is 50 years of age was walking south on the west ... of South Market Street toward Eagle Street, about 2:00 o'clock P. M., on July 28, 1947 upon the sidewalk upon said street where claimant was walking was unsafe and defective in that, the pavement thereon had sunk down about two inches and when Mrs. Lemasters stepped on said defective place ... her to fall forward upon her hands and knees thereby causing lacerations, contussions and bruises on her hands and knees thereby injuring her back and causing her great pain and suffering and further causing her to become sick, sore and disabled; that after she fell upon said sidewalk as ... was unable to get up but was helped up by some people who saw her fall, placed in a business establishment, taken to the Mission Hospital by Asheville policemen where she was given treatment in the ... by her physician, and has continued to undergo treatment by her physician since receiving said injury; and that claimant was practically unconscious for several hours after receiving said injuries; that claimant has been placed to expense for medical treatment and physicians bills, together with damage to her clothing and that she has been damaged to the sum of Seven Hundred ($700.00) Dollars.

... claimant gives notice and files demand against the city of Asheville for ... ($700.00) Dollars.

... submitted this 12th day of August, 1947.

Mrs. Mary Rose Lemasters

By Carl W. Greene
Attorney for Claimant

A petition signed by several merchants and business men in the Depot Section protesting the ... of a pool room in that section was presented to the City Council. Mr. Scott, one of the petitioners, ... in behalf of this petition.

... spoke in behalf of Seth Bradley, who is seeking a permit to operate the pool room in question.

During the discussion Councilman Lee stated that he was opposed to pool rooms in any location in Asheville, ... due to the fact that this is an established zone and that other pool ... operation in the city ... were in favor of granting this permit. This statement was concurred ... Councilman Abernethy and other members of the Council.

Councilman Eller moved that the permit be granted if and when all conditions governing ... were complied with. This motion was seconded by Councilman Seely and unanimously adopted.

Ordinance #315, "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1947-48", was upon motion of Councilman Lee, seconded by Councilman Brown, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Seely voted "aye"
Councilman Lee voted "aye"
Councilman Eller voted "aye"
Mayor Morgan voted "aye"

Resolution appointing a Planning and Zoning Commission for the City of Asheville was upon motion of Councilman Eller, seconded by Councilmen Seely, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 439.

There being no further business, the meeting was upon motion adjourned.

C. F. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 21, 1947 -- 4:00 P. M.

The City Council met in regular session Thursday, August 21, 1947, at 4:00 o'clock P. M. with Mayor C. F. Morgan presiding. Present: Councilmen Earl W. Eller, F. M. Mulvaney, L. Lyons Lee, C. Fred Brown, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. F. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #315, "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1947-48", was upon motion of Councilman Lee, seconded by Councilman Brown, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Brown voted "aye"
Councilman Lee voted "aye"
Councilman Eller voted "aye"
Mayor Morgan voted "aye"

ORDINANCE NO. 315

AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1947-48

WHEREAS, on the 31st day of July, 1947 the City Council of the City of Asheville adopted an operating budget in the amount of $1,683,548.80 with a debt service of $687,076.00, making a total appropriations of $2,370,624.80;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the following operating budget is hereby adopted and the amounts indicated hereby appropriated for the operation of the different departments of the City of Asheville for the fiscal year beginning July 1, 1947 and ending June 30, 1948, inclusive:

(a) General Government	[illegible]	
(b) Law	10,[illegible].00	
(c) Finance	24,300.00	
(d) Public Welfare	70,[illegible].00	
(e) Public Safety	472,[illegible].00	
(f) Libraries	37,455.00	
(g) Public Works	35[illegible],[illegible].00	
(i) Parks and Playgrounds	98,[illegible].00	
Prior Years Deficit	12,[illegible].00	
Total General Operating		$1,214,[illegible].00
(j) Water Department Operating		456,[illegible].00
Total		$1,[illegible],548.80
Debt Service		
Principal and Interest		
General Refunding Bonds Series 1	$442,[illegible].00	
General Refunding Bonds Series 2	17,[illegible].00	
Water Refunding Bonds	230,[illegible].00	
Total Debt Service		687,076.00
Total Appropriations		$2,[illegible],624.80

Section 2. That a tax rate of $1.60 per $100.00 valuation upon all property of every nature within the corporate limits of the City of Asheville (.837 per $100.00 valuation for operating expenses, and .763 per $100.00 valuation for debt service) be and the same is hereby levied, and ordered to be collected in accordance with law for the fiscal year 1947-48, as aforesaid.

Section 3. That the Director of Finance of the City of Asheville is hereby authorized to make the expenditures for the operation of the departments of the City of Asheville and debt service in accordance with the budget adopted and approved as aforesaid.

I move the adoption of the foregoing ordinance, this 7 day of August, 1947.

L. Lyons Lee
COUNCILMAN

SECONDED BY: C. Fred Brown
COUNCILMAN

Read, approved and adopted, this 21 day of August, 1947, to become effective 8 day of September, 1947.

C. F. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

...deed to Joe Lawson and wife, Lovice Law-
..., seconded by Councilman Lee, unanimously adopted.

...Book 2 page 440.

...ORDINANCE REGULATING AND CONTROLLING OPERATORS AND OPERATION OF TAXICABS
..., was unanimously passed on its second reading with the following vote:

Councilman Abernathy voted "aye" — Councilman Lee voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
Councilman Seely voted "aye" — Mayor Morgan voted "aye"

...business, the meeting was upon motion adjourned.

C. E. Morgan
Mayor

Margaret Simmons
CITY CLERK

Thursday, August 28, 1947 - - 4:00 P. M.

The City Council met in regular session Thursday, August 28, 1947 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen L. Lyons Lee, Walter I. Abernathy, Earl W. Eller, Fred L. Seely, Jr., P. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

...Councilman Eller, seconded by Councilman Seely, Mrs. R. W. Wells was named ... the absence of Miss Margaret Simmons. This motion was unanimously carried.

The minutes of the previous meeting were read and approved.

...Ordinance #[illegible], "AN ORDINANCE REGULATING AND CONTROLLING OPERATORS AND OPERATION OF TAXICABS ...", was unanimously passed on its second reading with the following vote:

Councilman Abernathy voted "aye" — Councilman Lee voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
Councilman Seely voted "aye" — Mayor Morgan voted "aye"

Claim for damages for injuries resulting in the death of George Marvin Whitaker was presented to the Council. Upon motion of Councilman Eller, seconded by Councilman Mulvaney, this claim was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE.

...Whitaker, Administrator of the Estate of George Marvin Whitaker, deceased,

Claimant,

vs.

THE CITY OF ASHEVILLE, a Municipal Corporation,

Defendant,

NOTICE OF CLAIM FOR DAMAGES

TO THE HONORABLE MAYOR, CITY MANAGER AND MEMBERS OF THE CITY COUNCIL, ASHEVILLE, NORTH CAROLINA:

The claimant above named, compleining and making a demand against the City of Asheville, a Municipal Corporation, defendant, says:

1.

That the claimant above named, is a citizen and resident of the City of Asheville, County of Buncombe, State of North Carolina.

2.

That the claimant, George S. Whitaker, is the duly qualified and acting administrator of George Marvin Whitaker, deceased, and that the said George S. Whitaker duly qualified as administrator of the estate of George Marvin Whitaker on the 5th day of August, 1947, a copy of his Letters of Administration being hereto attached and made a part of this Notice and complaint.

3.

That the City of Asheville operatores and is the owner of a recreational center known as the Malvern Hills Swimming Pool, the said pool being located within the City limits of Asheville in a section of the city known as West Asheville; and that the defendant city is now and was operating said municipal swimming pool at Malvern Hills on the 7th day of July, 1947 and did, prior to that date and since, charge the public admission fees for the privilege of using said pool, and that the said defendant city did solicit and invite the general public to use the pool for a bathing resort, and that a part inducement and advertisement, did offer certain days free of charge for the sole purpose of encouraging paid patronage at later dates, thus, by such inducement, enticing adults, as well as minors, to use these premises for bathing and recreational purposes.

4.

That on Thursday afternoon, the 17th day of July, 1947, between the hour of five and six o'clock P. M., George Marvin Whitaker, 14 years of age, lost his life by drowning in said municipal swimming pool; that the death of this minor was caused directly and proximately by the gross negligence of the City of Asheville, and that said negligence of said city, causing the death of George Marvin Whitaker, consisted of many negligent acts and violations of their duty towards the deceased and the public, some of which are mentioned and quoted below; that George Marvin Whitaker entered said swimming pool as a guest and invitee of the said defendant city, and that the said city negligently, carelessly and without notice, permitted an eight inch drain pipe to be opened at the bottom of said pool, causing suction which pulled the deceased to the bottom of said pool, holding him there until he was drowned; that the said city failed to equip said pool with a grate or guard over said drain pipe and that the suction of said water passing down said drain pulled the deceased's leg into said drain, thus holding the deceased under the water and causing his death.

5.

That the said defendant city failed to furnish to the deceased and to the public, proper and safe equipment, and said defendant was further negligent in failing to give this deceased proper and timely notice to vacate said pool before draining same, thus managing and operating said pool in a gross and careless manner and in such a manner that directly caused the death of the deceased, thus establishing and maintaining a public nuisance in that the city, in its negligent operation of said pool, subjected the lives of many persons to be endangered.

6.

That the City of Asheville did operate said pool by and through its agents, servants and employees, all of whom were acting in the course of their employment for and on behalf of said defendant city at the time the deceased lost his life; and that the negligent manner in manging said pool was caused by the acts of the agents of the City of Asheville, and that the said defendant city is responsible for the negligent and careless acts of their agents and servants, and their overcight and negligence is the negligence of the defendant city.

7.

That the said defendant city had due notice of the defective premises of said pool, and did know that the condition of said pool was dangerous for use, or by the exercise of ordinary care, should have known that said pool was dangerous; and that said condition existed to the knowledge of said defendant city for a long period of time prior to the 17th day of July, 1947, and that the said defendant failed to repair or use adequate and proper means of protecting the public who were invited to use the premises and had the legal right to expect that said premises were in a safe condition and repair and were not dangerous for the use as a swimming pool and recreational center, and that the said city set up and maintained a public nuisance.

8.

That the said defendant city's negligence was the direct and proximate cause of the death of George Marvin Whitaker, who, at the time of his death, was 14 years of age, was strong, healthy, vigorous, and had many years of life expectancy; and that his death was caused by the gross negligence of said defendant city.

WHEREFORE, this claimant, as administrator of George Marvin Whitaker, makes claim and demand upon the City of Asheville for the sum of Sixty Thousand ($60,000.00) Dollars, this claim being presented and filed with the City of Asheville, at its regular weekly meeting on the 28th day of August, 1947.

J. W. Haynes

C. J. Pogue

ATTORNEYS FOR CLAIMANT

---- ELECTION

. . . owner, whose oath says:

. . . [illegible] petitioner and registrater of the estate of George Vanvin . . . d; that he has read the foregoing Notice of Claim for . . . and that the same is true of his own knowledge, except . . . information and belief, and as to those . . . .

George C. Whitaker

. . . ;

. . . .

. . . .

. . . .

Complete copy of this resolution will be found in Resolution Book 2 page 445.

There being no further business the meeting was upon motion adjourned.

C E Morgan

Margaret Simmons

Thursday, September 25, 1947 - 4:00 P. M.

The City Council met in regular session Thursday, September 25, 1947 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, Earl W. Eller, Walter I. Abernethy, Fred L. Seely, Jr., F. M. Mulvaney, L. Lyons Lee, City Manager P. M. Burdette, Corporation Counsel R. W. Wells and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #317, "AN ORDINANCE REGULATING AND CONTROLLING OPERATORS AND OPERATION OF TAXICABS IN THE CITY OF ASHEVILLE", upon motion of Councilman Brown, seconded by Councilman Eller, presented for its third reading.

Former Senator Robert R. Reynolds appeared before the Council with his associate, I. C. Crawford, representing the Independent Taxi Operators Association, and explained that he had just been employed by this group to protest against the passage of the taxicab ordinance on its third and final reading. Mr. Reynolds stated that George Pennell who had previously appeared in the case was out of town and asked that the ordinance go over for two weeks.

Councilman Brown moved that under the circumstances the third reading of Ordinance #317 be held over for two weeks. This motion was seconded by Councilman Mulvaney and unanimously adopted.

Resolution authorizing the Mayor to execute lease with General Outdoor Advertising Company was upon motion of Councilman Eller, seconded by Councilman Lee, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2, page 446.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE. LEASE

THIS LEASE, entered into this the 1st day of October, 1947 by and between the CITY OF ASHEVILLE, party of the first part, and GENERAL OUTDOOR ADVERTISING COMPANY, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part, for and in consideration of the sum of $15.00 to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, that property known as Lot 106, Sheet 4, Ward 4. This lease is made for the specific purpose of allowing the party of the second part to erect and maintain on said property one panel signboard.

It is agreed between the parties hereto that if the party of the first part, through its authorized agent, should deem it necessary to use the above mentioned lot for other purposes, this lease shall then be void.

It is further agreed between the parties hereto that for the panel signboard the lessee, party of the second part, shall pay to the party of the first part the sum of $15.00 per year.

This lease shall be in force and effect for a period of one year from this date with the exception above made.

CITY OF ASHEVILLE

Attest:

By C E Morgan
Mayor

City Clerk

GENERAL OUTDOOR ADVERTISING COMPANY

APPROVED AS TO FORM:

By

Corporation Counsel

Resolution authorizing the issuance of tax anticipation notes of the City of Asheville in the sum not exceeding $215,000.00 was upon motion of Councilman Mulvaney, seconded by Councilman Lee, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2, page 447.

Resolution authorizing Mayor and City Clerk to execute contract with Carolina Power & Light Company for electric service to the City Auditorium was upon motion of Councilman Abernethy, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2, page 448.

Mr. Charlie Hill appeared before the Council to make complaint about the parking of cars on White Fawn Drive and Buchanan Avenue during football games.

Mayor Morgan assured Mr. Hill that this matter would be given careful consideration in an effort to improve this condition.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 2, 1947 - 4:00 P. M.

The City Council met in regular session Thursday, October 2, 1947 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, Walter I. Abernethy, L. Lyons Lee, C. Fred Brown, City Manager F. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 9, 1947 - 4:00 P. M.

The City Council met in regular session Thursday, October 9, 1947 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen L. Lyons Lee, F. M. Mulvaney, C. Fred Brown, Earl W. Eller, City Manager F. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Mr. I. C. Crawford, representing the Independent Taxi Operators Association, appeared before the Council, and requested that the third and final reading of Ordinance #317 be postponed for one week.

Councilman Lee moved that action on Ordinance #317 be deferred until the next regular meeting of the Council, with the understanding that definite action be taken at that time. This motion was seconded by Councilman Brown and unanimously adopted.

Forrest Harty appeared before the Council to ask that something be done to remove a fire hazard which he declared existed in the Paramount theater and particularly in that portion of the balcony used by negroes.

Councilman Lee moved that this matter be referred to the Director of Public Safety. This motion was seconded by Councilman Eller, and unanimously adopted.

Ordinance #318, "LOAFING AND LOITERING UPON PREMISES OF BUS TERMINALS AND/OR BUS COMPANIES PROHIBITED", was, upon motion of Councilman Brown, seconded by Councilman Lee, unanimously passed on its first reading with the following vote:

Councilman Mulvaney voted "aye" — Councilman Brown voted "aye"
Councilman Eller voted "aye" — Mayor Morgan voted "aye"
Councilman Lee voted "aye"

Claim for damages for false arrest of Marion Crompton was presented to the Council by Mr. Henry Fisher, attorney. Upon motion of Councilman Eller, seconded by Councilman Mulvaney, this claim was referred to the Corporation Counsel for investigation.

To: The City Council
Asheville, North Carolina

Gentlemen:

Notice is hereby given of the pendency of a claim against C. H. Gudger, personally, and the City of Asheville by reason of the false arrest on five separate occasions of Marion Crompton of 201 Haywood Road, Asheville, North Carolina.

These warrants were instigated by C. H. Gudger acting in the official capacity of electrical inspector for the City of Asheville and in the assumed position of enforcer of certain city ordinances. Certified copies of the warrants and Police Court records are attached hereto as Exhibits "A", "B", "C", "D" and "E".

Claimant has suffered damage by reason of the fact that the City of Asheville permitted the entire hearing to be broadcast over Radio Station WSKY.

Demand is hereby made for the sum of Twenty-five Thousand ($25,000) Dollars damages by reason of the wilful, malicious and unlawful prosecution and subsequent acquittal in each instance of your claimant.

Marion Crompton
Marion Crompton
201 Haywood Rd., Asheville,
N. C.

Subscribed and sworn to before me, this the 7th day of October, 1947.

Sadie June Love
Notary Public for Buncombe
County, North Carolina

My commission expires:
March 31, 1949.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 16, 1947 - 4:00 P. M.

The City Council met in regular session Thursday, October 16, 1947 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, F. M. Mulvaney, L. Lyons Lee, C. Fred Brown, Walter I. Abernethy, City Manager F. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #318 "LOAFING AND LOITERING UPON PREMISES OF BUS TERMINALS AND/OR BUS COMPANIES PROHIBITED", was, upon motion of Councilman Brown, seconded by Councilman Lee, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Lee voted "aye"
Councilman Mulvaney voted "aye" — Councilman Brown voted "aye"
Councilman Eller voted "aye" — Mayor Morgan voted "aye"

Ordinance #317, "AN ORDINANCE REGULATING AND CONTROLLING OPERATORS AND OPERATION OF TAXICABS IN THE CITY OF ASHEVILLE", was upon motion of Councilman Brown, seconded by Councilman Eller, presented for its third reading.

Mr. I. C. Crawford, representing the Independent Taxi Operators Association, appeared before the Council to protest against the provision which takes the parking of cabs off the streets.

Ordinance #317 was unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Lee voted "aye"
Councilman Mulvaney Voted "aye" — Councilman Brown voted "aye"
Councilman Eller voted "aye" — Mayor Morgan voted "aye"

Councilman Lee moved that the effective date of Ordinance #317 be set at January 1, 1948. This motion was seconded by Councilman Brown, and unanimously adopted.

ORDINANCE NO. 317

AN ORDINANCE REGULATING AND CONTROLLING OPERATORS AND OPERATION OF TAXICABS IN THE CITY OF ASHEVILLE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. DEPOTS OR TERMINALS REQUIRED. No taxicab shall operate on the streets of the City of Asheville unless the same shall have a depot or terminal on private property and the Director of Public Safety may designate taxicab stands located outside the congested business district known as the Fire Zone and described in Section 247 of the Code of the City of Asheville for the additional use of taxicabs which have such depot or terminal and no taxicab shall be permitted to use the streets of the City of Asheville except for the purpose of transporting, loading and unloading of passengers and their baggage, and for the purpose of returning to such taxicab depot or terminal, or stand by the most direct route.

Section 2. MANIFEST.

(a) Every driver shall maintain a daily manifest upon which are recorded all trips made each day, showing time and place of origin and destination of each trip and amount of fare and all such completed manifests shall be returned to the owner by the driver at the conclusion of his tour of duty. The forms for such records shall be furnished to the driver by the owner and shall be of a character approved by the Inspector.

(b) Every owner shall retain and preserve all drivers' manifests in a safe place for at least ninety (90) days and the same shall be made available upon demand for inspection by the Inspector, the City Police or the Council.

Section 3. RESTRICTION ON PASSENGERS IN DRIVER'S COMPARTMENT. No driver shall permit or cause any person to ride in the front seat of any taxicab when the rear seat thereof is vacant and at no time shall more than two persons, in addition to the driver, ride on the front seat of any taxicab.

Section 4. ACCEPTANCE OF ADDITIONAL PASSENGERS PROHIBITED. Whenever any taxicab is occupied by a passenger or passengers the driver shall not permit any other person to occupy or ride in said taxicab, except by specific request originating with the original passenger or passengers.

I move the adoption of the foregoing ordinance, this the 11 day of September, 1947.

C. Fred Brown
COUNCILMAN

SECONDED BY: E. W. ELLER
COUNCILMAN

Read, approved and adopted, this 16th day of October, 1947, to become effective 1st day of January, 1948.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

Claim for damages for death of N. Cecil Rhodes, Jr. was presented to the Council by Mr. R. L. Whitmire, attorney. Upon motion of Councilman Lee, seconded by Councilman Eller, this claim was referred to the Corporation Counsel for investigation.

NORTH CAROLINA
HENDERSON COUNTY

To the City of Asheville, the City of Hendersonville, and the County of Henderson, all of North Carolina:

You will please take notice that N. C. Rhodes, administrator of N. Cecil Rhodes, Jr., deceased, hereby gives notice of claim against you, and each of you, in the sum of $100,000.00 because of the wrongful death of N. Cecil Rhodes, Jr., as a result of the negligence and wrongful conduct of J. R. Calton, your agent, employee and servant at the Asheville-Hendersonville Airport on the 7th day of August, 1947.

You will further take notice that unless this claim is satisfactorily settled within a reasonable time an action will be instituted against you as joint tort feasors in the Superior Court of Henderson County to recover damages for the wrongful death of claimant's intestate as by law provided.

This the 16th day of October, 1947.

N. C. Rhodes, Administrator of the estate of N. Cecil Rhodes, Jr., deceased, By:

R. L. Whitmire
R. L. Whitmire, Attorney

Resolution accepting paved portion of Country Club Road and that strip of land between the western edge of the pavement and the eastern boundaries of lots shown on Plat Book 20 page 148 for street purposes was upon motion of Councilman Lee, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 449.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 23, 1947 -- 4:00 P. M.

The City Council met in regular session Thursday, October 23, 1947 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen L. Lyons Lee, Fred L. Seely, Jr., Walter I. Abernethy, F. M. Mulvaney, Earl W. Eller, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #318, "LOAFING AND LOITERING UPON PREMISES OF BUS TERMINALS AND/OR BUS COMPANIES PROHIBITED", was, upon motion of Councilman Brown, seconded by Councilman Lee, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Seely voted "aye"
Councilman Mulvaney voted "aye" — Councilman Brown voted "aye"
Councilman Eller voted "aye" — Councilman Lee voted "aye"
Mayor Morgan voted "aye"

ORDINANCE #318

LOAFING AND LOITERING UPON PREMISES OF BUS TERMINALS AND/OR BUS COMPANIES PROHIBITED

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. No person shall loaf or loiter upon the premises of any bus terminal, bus company, bus station, or bus depot in the City of Asheville.

Section 2. Any person violating this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined not exceeding Fifty Dollars, or imprisoned not exceeding thirty days.

I move the adoption of the foregoing ordinance, this 9 day of October, 1947.

C. Fred Brown
COUNCILMAN

SECONDED BY: L. Lyons Lee
COUNCILMAN

Read, approved and adopted, this 23 day of October, 1947, to become effective 10 day of November, 1947.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

Claim for damages for personal injuries to Cornelia Sweeney was presented to the Council by Mr. Cecil C. Jackson, attorney. Upon motion of Councilman Brown, seconded by Councilman Seely, this claim was referred to the Corporation Counsel and City Manager for investigation.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

TO: PAT M. BURDETTE, City Manager, and CLARENCE MORGAN, Mayor of the City of Asheville and the Members of the City Council.

CORNELIA SWEENEY respectfully submits and files claim for damages because of injuries sustained by stepping into a hole located on the sidewalk on Broadway near the Minico Cleaners on September 11th, 1947.

That said claimant stepped into the hole on said sidewalk and fell into the street injuring her right leg, foot and ankle.

Wherefore, claimant files this claim and requests the payment of FIVE HUNDRED ($500.00) DOLLARS because of negligence of the City of Asheville in permitting and allowing said condition to exist on said public sidewalk.

Cecil C. Jackson
Attorney for Plaintiff

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

Cornelia Sweeney, being first duly sworn deposes and says:

That she is the claimant in the foregoing and that she has read or heard read the foregoing claim and knows the contents thereof and same is true of her own knowledge except those matters and things upon information and belief and as to those matters and things she believes same to be true.

Cornelia Sweeney

Sworn and subscribed to before me, this the 8th day of October, 1947.

Elizabeth M. Duncan
Notary Public

My commission expires:
November 1, 1948

CITY MANAGER - E. M. JARRETT

Resolution authorizing Mayor to execute quit-claim deed to E. M. Jarrett was upon motion of Councilman Brown, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 450.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 30, 1947 - 4:00 P. M.

[illegible] adjourned meeting Thursday, October 30, 1947 at 4:00 o'clock P. M. Present: Councilmen F. L. Mulvaney, L. Lyons Lee, Walter I. Abernethy, [illegible], Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

[illegible] read and approved.

[illegible] further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 6, 1947 - 4:00 P. M.

The City Council met in regular session Thursday, November 6, 1947 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, Walter I. Abernethy, F. M. Mulvaney, Fred L. Seely, Jr., L. Lyons Lee, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

The following report was submitted to the Council by the City Board of Elections:

CITY BOARD OF ELECTIONS
Asheville, N. C.

November 5, 1947

The City Council of the
City of Asheville,
Asheville, N. C.

Gentlemen:

WHEREAS, on Tuesday, November 4, 1947, a Special Election was held on the question of whether or not a city liquor control store may be operated in the City of Asheville; and

WHEREAS, certificates of result of said election were certified by the election officials to the City Board of Elections, and to the Chief Executive Officer of the City of Asheville by 10:00 A. M. on November 5, 1947; and

WHEREAS, said City Board of Elections canvassed said official returns from all 24 city polling precincts; and

WHEREAS, the results of said election were read at the front door of the City Hall, and said canvass of said returns was made under oath by the City Board of Elections and filed with the Chief Executive Officer of the City of Asheville, and to the City Council of the City of Asheville, to be kept in the archives of the city for public inspection, all in accordance with law;

NOW, THEREFORE, this is to certify that the canvass made of all the votes cast in said election as tabulated by said Board of Elections is as follows:

PRECINCT NO.	FOR CITY LIQUOR CONTROL STORE	AGAINST CITY LIQUOR CONTROL STORE
1	504	214
2	426	250
3	304	208
4	505	290
5	620	303
6	392	357
7	504	280
8	491	215

PRECINCT NO.	FOR CITY LIQUOR CONTROL STORE	AGAINST CITY LIQUOR CONTROL STORE
	327	224
9	170	109
10	260	131
11	435	224
12	185	88
13	385	139
14	351	119
15	385	107
16	334	190
17	219	249
18	524	380
19	201	398
20	258	367
21	421	564
22	363	462
23	275	271
24	8839	6139

Majority for 2700

Respectfully submitted,

J. Lloyd Britt
Chairman

Geo. W. Mitchell
Secretary

H. R. Logan

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE,
CITY OF ASHEVILLE.

This day personally appeared before me, J. Lloyd Britt, George W. Mitchell, and Harry R. Logan, Board of Elections for Asheville, who, being duly sworn, says that the statement of votes herein contained is true and accurate, according to the votes cast and counted at said precincts.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal, this the 5th day of November, 1947.

Margaret Simmons
Notary Public

My commission expires:
Jan. 6, 1948

Councilman Lee moved that the report of the Board of Elections as to the official results of the election held November 4, 1947 on the question of whether or not a city liquor control store may be operated in the City of Asheville be accepted and approved and the tabulation of votes contained therein is hereby declared official. This motion was seconded by Councilman Eller and unanimously adopted.

Mr. Herschel Harkins, on behalf of the Junior Chamber of Commerce, congratulated the Council on the manner in which the election was conducted, and assured the Council of the continued support of his organization in following through on the question.

Mayor Morgan thanked Mr. Harkins and his delegation, and assured them that the Council was considering this matter very seriously, and that it is the desire of every member of the Council to see that the very best people possible are found to handle this job.

L. H. McCord, spokesman for a group of Negro citizens, asked the Council to afford more police protection in the Negro section, and especially to provide more Negro policemen.

Councilman Lee moved that this matter be referred to the Director of Public Safety and City Manager for investigation and report. This motion was seconded by Mr. Mulvaney and unanimously adopted.

RELEASE TO GEORGE S. WHITAKER

Resolution authorizing Mayor to execute instrument of release to George S. Whitaker and wife, Elsie W. Whitaker for possible sidewalk rights of City of Asheville in a strip of land owned by the said Whitakers and bordering on Dartmouth Street was upon motion of Councilman Eller, seconded by Councilman Lee, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 451.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS RELEASE made and entered into this the 7th day of November, 1947, by and between CITY OF ASHEVILLE, a municipal corporation, party of the first part, and GEORGE S. WHITAKER and wife, ELSIE W. WHITAKER, parties of the second part,

W I T N E S S E T H:

WHEREAS, B. C. Outlaw and F. W. Bordner, and their wives, by deed dated February 25, 1928, and recorded in Buncombe County Register's office in book 388 at page 266, conveyed certain lots in Wildwood Park to Andrew Gennett and N. W. Gennett, one of said lots being lot 43 as shown on plat of Wildwood Park, which plat is recorded in Buncombe County Register's Office in plat book 7 at page 81, and

WHEREAS, said deed contained the following statement in the restrictive covenants: "The purchasers agree in case demand shall be made by the City of Asheville to release, quitclaim or convey without compensation to said City of Asheville as much as five feet off of the front of the land herein conveyed to be used as a sidewalk," and

WHEREAS, the recorded plat of the subdivision in said book 7 at page 81 discloses a five foot sidewalk line immediately adjacent to and south of Lincoln Drive, now known as Dartmouth Street, and

WHEREAS, Dartmouth Street from Harvard Place eastward has never been opened as a street, and

WHEREAS, the parties of the second part are the owners of said lot 43 and have erected a house thereon, which house, at its nearest point, is only 6.6 feet from the southern margin of said proposed Dartmouth Street, and

WHEREAS, if said proposed sidewalk is constructed over said lot, and south of Dartmouth Street, the value of said house and lot will be greatly reduced, and

WHEREAS, the City of Asheville has no intention of constructing said sidewalk over said lot, and

WHEREAS, it is the desire of the parties of the second part to secure from the party of the first part a release of the right to construct such sidewalk,

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the party of the first part has agreed and released, and by these presents does hereby release unto the parties of the second part and their successors in interest the property hereinafter described from any rights the party of the first part might have acquired by reason of the proposed dedication of said land for sidewalk purposes, and from any rights the party of the first part might have acquired by virtue of the above quoted provision contained in the above referred to deed, which land is particularly described as follows:

BEGINNING at a stake in the southern margin of Dartmouth Street (formerly Lincoln Drive), at a point South 86 deg. 56' East 5 feet from the intersection of said margin of said street with the eastern margin of Harvard Place; and runs thence South 10 deg. 23' West 5 feet; thence South 86 deg. 56' East 109 feet to a point in the eastern line of lot 43 of the plat hereinafter referred to; and runs thence North 4 deg. 04' East 5 feet to a stake in the southern margin of said Dartmouth Street at the northeast corner of said lot 43; and runs thence with said margin of said street North 86 deg. 56' West 109 feet to the place of BEGINNING. Being part of Lot No. 43 as shown on a plat which is recorded in Buncombe County Register's office in plat book 7 at page 81.

TO HAVE AND TO HOLD, the above described land and premises, together with all the rights and appurtenances thereunto belonging, or in any wise appertaining, unto the said parties of the second part, their heirs and assigns, to their only use and behoof forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by Clarence E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By C. E. Morgan
Mayor

Margaret Simmons
City Clerk

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

On the ____ day of November, 1947, personally appeared before me, a Notary Public in and for the County of Buncombe, State of North Carolina, Clarence E. Morgan, who being by me duly sworn, says: That he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed deed is the corporate seal of said corporation, and that said instrument was signed and sealed by him in behalf of said corporation, by authority duly given and the said Clarence E. Morgan acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the day and year first above written.

Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

The foregoing certificate of _____, a Notary Public in and for Buncombe County, duly authenticated by ____ Notarial Seal thereto affixed, is adjudged to be correct, in due form and according to law. Therefore, let said deed, with the certificates, be registered.

This the ___ day of _____, 1947.

Deputy Clerk of Superior Court,
Buncombe County, N. C.

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 13, 1947 - 4:00 P. M.

The City Council met in regular session Thursday, November 13, 1947 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen I. Lyons Lee, F. M. Mulvaney, Earl W. Eller, Walter I. Abernethy, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Resolution creating the City of Asheville Board of Alcoholic Control, designating chairman and two associate members of said board, fixing salary of said members of said board, and establishing the bond of the chairman of said board and the associate members of said board was upon motion of Councilman Brown, seconded by Councilman Lee, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 452.

FANNIE B. McCOY - LETTER

The following letter was submitted to the Council by Miss Fannie B. McCoy:

90 Church Street,
Asheville, N. C.
November 12, 1947.

Mayor Clarence Morgan, and
Members of the City Council,
Asheville, N. C.

Gentlemen:

I am of the opinion that the A.B.C. Stores are unconstitutional. I would like for you to request the Junior Chamber of Commerce to test out this question, asking the Supreme Court to pass only on the Constitutional phase of the matter; because Walter P. Stacy, Chief Justice has recently been quoted in the Asheville Citizen, as follows:

"The Courts will not determine a constitutional question, even when properly presented if there be also present some other ground upon which the case may be made to turn."

Also I am sure there is another question as to whether only a portion of the County can decide this important question as to operation of selling Alcohol, a poison, a habit forming liquid to our Citizens?

Yours for de-control,

Fannie B. McCoy

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 20, 1947 - 4:00 P. M.

The City Council met in regular session Thursday, November 20, 1947 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, C. Fred Brown, Walter I. Abernethy, Fred L. Seely, Jr, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

The resignation of J. Lloyd Britt as Chairman and member of the City of Asheville Election was presented to the Council.

CITY BOARD OF ELECTIONS
Asheville, N. C.

November 13, 1947

Honorable Mayor and City Council,
Asheville, N. C.

Gentlemen:

I hereby resign as a member of the City of Asheville Election Board, and as Chairman of said Board, effective the 15th day of November, 1947.

It has been a pleasure to serve on this Board, and I deeply appreciate the confidence you showed in me when I was appointed to

serve on said Board.

Respectfully yours,

J. Lloyd Britt
J. Lloyd Britt

Upon motion of Councilman Eller, seconded by Councilman Mulvaney, Mr. Britt's resignation was unanimously accepted.

A request was presented to the City Council by the City of Asheville Board of Alcoholic Control that it be authorized to initially open five stores upon recommendation of the State Board.

TO THE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF ASHEVILLE,
ASHEVILLE, NORTH CAROLINA.

Gentlemen:

The members of the Asheville Board of Alcoholic Control, pursuant to their appointment, have made a survey with the view of establishing a liquor control store as provided in House Bill 1124. We have been in touch with the State Board of Alcoholic Control and the Chairman of this board visited Asheville on Wednesday, November 19th.

After a full discussion of the problem and a thorough understanding of the law under which we are operating, it is the view of the State Board of Alcoholic Control that the purposes and objectives of liquor control can best be served only if an adequate number of stores are established. The State Board feels that the establishment of one store would lead to utter confusion and would frustrate the objectives of the liquor control system. The State Board points out that the demand for alcoholic beverages, regardless of one's personal views, is here and that it will be satisfied either through legal or illegal sales, that the purpose of the liquor control system is to funnel this demand through legal channels, and thus to control it within the purview of the law. The purchase of alcoholic beverages reaches a peak in the afternoon hours. Thus one liquor store would not be able to serve this peak load, and it is normal to expect confusion and undesirable situations arising from the failure of one store to serve such peak loads. The State Board feels very strongly from experience in other counties throughout North Carolina operating under the ABC system that the failure of stores to adequately serve the public results in conditions which are destructive to the system. The State Board feels so strongly in this respect that it warns that the whole experiment may fail through an attempt to try out with only one store serving a population as large as the contemplated store would be expected to serve. Thus the State Board recommends and urges that the Council authorize the opening of four additional stores at the time the initial store is opened. This recommendation is made by the State Board with the feeling that it would be much better to open five stores initially than to open one store and experience the confusion which would result and which would undoubtedly lead to the opening of additional stores. The members of the local Board of Control of course have had no experience in the operation of ABC stores, and therefore must rely upon the recommendations of the State Board of Control.

After a long conference with respect to this matter the members of the local board are convinced that the views of the State Board are wise, and that the recommendations of the State Board should be followed. Therefore, the local board requests that it be authorized to initially open five stores, all located east of the French Broad, inasmuch as it seems in the light of the recommendations of the State Board that this would be the only method to give this system of sale of alcoholic beverages a fair opportunity to accomplish the purpose of liquor control.

Respectfully submitted,

CITY OF ASHEVILLE BOARD OF ALCOHOLIC CONTROL

J. Lloyd Britt
J. Lloyd Britt, Chairman

Leo H. Manley
Leo H. Manley, Secretary

Frank J. Austin
Frank J. Austin

Resolution authorizing the establishment and operation of four liquor control stores within the corporate limits of the City of Asheville in addition to the one store heretofore authorized under House Bill 1124 was upon motion of Councilman Seely, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 453.

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 25, 1947 - 4:00 P. M.

Because of lack of a quorum, no meeting of the Council was held on November 25, 1947.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 4, 1947 - 4:00 P. M.

The City Council met in regular session Thursday, December 4, 1947 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, F. M. Mulvaney, Earl W. Eller, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A petition requesting a traffic signal at the intersection of Mount Clare and Woodrow Avenues was presented to the Council.

Councilman Abernethy moved that this petition be referred to the City Manager for investigation and report back to the Council. This motion was seconded by Councilman Brown, and unanimously adopted.

Resolution appointing two members of Advisory Board as created under Ordinance #310 was upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 454.

Resolution authorizing Mayor to execute quit-claim deed to H. Edwin Allen was upon motion of Councilman Mulvaney, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 455.

Resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 456.

Resolution authorizing Mayor to enter into leases with Dr. Don R. Printz, Dr. L. E. Metcalf, and Dr. Allen Lockwood for space in city building was upon motion of Councilman Abernethy, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 457.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 2 day of December, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. DON R. PRINTZ, of Buncombe County, North Carolina, hereinafter called LESSEE;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 314 and 315, containing 854.5 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning October 1, 1947 and ending September 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One Dollar ($1.00) per square foot per year, payable in equal monthly installments of $71.21 each in advance on the first day of each month beginning on the first day of October, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILIE

By_____
MAYOR

ATTEST:

_____
CITY CLERK

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 4 day of December, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. I. E. METCALF, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 503, containing 854.12 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning October 1, 1947 and ending September 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $71.18 each in advance on the first day of each month beginning on the first day of October, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

City of Asheville

By_____
MAYOR

ATTEST:

_____
CITY CLERK

_____(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 4 day of December, 1947, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. ALLEN LOCKWOOD, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 507 and 508, containing 528.65 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning October 1, 1947 and ending September 30, 1950.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $44.05 each in advance on the first day of each month beginning on the first day of October, 1947 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease

or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

City of Asheville

Attest:

By_____
Mayor

_____
City Clerk

_____(SEAL)

[illegible]

Mr. George Pennell, attorney for the members of the Police and Fire Departments, appeared before the Council and presented petitions and resolutions from the members of the Police and Fire Departments requesting increase of 20 per cent in salary, a six day week, vacations by seniority, and stating that said requests could be granted without an increase in taxes upon the citizens of the City of Asheville.

Those who spoke briefly supporting the request of the two departments included Francis J. Heazel, president of the Chamber of Commerce; Herschell Harkins, of the Junior Chamber of Commerce; William Michalove, of the Civil Service Commission, and Herbert E. Setzer, representing Central Labor Union.

City Manager P. M. Burdette pointed out that the additional revenue referred to by Mr. Pennell had been anticipated and set up in the budget, except for $9,000 received from beer tax. Mr. Burdette suggested that a committee be appointed to confer regarding this matter.

Councilman Eller moved that the Mayor appoint a committee from the City Council to meet with a committee from the Police and Fire Departments to study the facts involved in this matter in order that a solution might be arrived at. This motion was seconded by Mr. Mulvaney and unanimously adopted.

[illegible] - [illegible]

Mr. Thomas W. Raoul and Dr. Russell Norburn, representing the Hospital Council of Asheville, appeared before the Council and presented to the Council the critical hospital operation situation which exists in Asheville as a result of the pressure of rising costs. It was suggested by Mr. Raoul that a committee be appointed by the Council to confer with the Hospital Council and the County Commissioners in an effort to work out a plan to keep the hospitals operating.

Mayor Morgan stated that the Council was sympathetic with this problem and would do everything possible to aid in a solution. Councilman Brown moved that Mayor Morgan appoint a committee to confer with the Hospital Council and the County Commissioners. This motion was seconded by Councilman Eller and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 11, 1947 - 4:00 P. M.

The City Council met in regular session Thursday, December 11, 1947 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen L. Lyons Lee, Fred L. Seely, Jr., F. M. Mulveney, Walter I. Abernethy, C. Fred Brown, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to enter into lease with Murro Chemical Company for old incinerator on Riverside Drive was upon motion of Councilman Brown, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 458.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 11 day of December, 1947, by and between the

CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the LESSOR, and MURRO CHEMICAL COMPANY, a corporation, hereinafter called LESSEE;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: The old incinerator building on Riverside Drive in the City of Asheville.

2. To have and to hold the said premises with their appurtenances for the term of two years beginning December 15, 1947 and ending December 15, 1949.

3. The Lessee shall pay the Lessor rent at the rate of Three Hundred ($300.00) Dollars per year, payable in equal monthly installments of $25.00 each in advance on the 15th day of each month beginning on the 15th day of December, 1947 and continuing for the period of this lease.

4. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to, or any structural changes in, or in any way impair the use of said premises as an incinerator without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessee agrees to accept said premises in their present condition, and to maintain and keep in repair said premises during the period of this lease.

7. That no unlawful use shall be made of said premises; and the Lessee will not do or suffer to be done upon said premises any act or thing which shall, or may be a nuisance, annoyance, or inconvenience, and shall comply with all sanitary laws, ordinances and rules, and all orders affecting the cleanliness, occupation and use of the demised premises, and keep said premises, and all parts thereof, at all times clean and sanitary and free from trash.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. It is stipulated and agreed that should the Lessor require the use of the leased premises for governmental purposes, it shall have the right and option to cancel and terminate this lease upon thirty days written notice to the Lessee of its intention so to do.

10. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused these presents to be executed in its name by its President, its corporate seal to be hereunto affixed, duly attested by its Secretary, all by authority of its Board of Directors duly given.

CITY OF ASHEVILLE

ATTEST:

By_____
MAYOR

_____
CITY CLERK

MURRO CHEMICAL COMPANY

ATTEST:

By_____
President

_____
Secretary

[illegible] - ALFRED LICHTENFELS

Claim for damages for personal injuries and property damages was presented to the Council by Mr. Hester Walton, attorney for Alfred Lichtenfels. Upon motion of Councilman Lee, seconded by Councilman Brown, this claim was referred to the City Manager, Director of Public Safety, and Corporation Counsel for investigation and report.

NOTICE OF CLAIM AGAINST THE CITY OF ASHEVILLE

THE MAYOR OF THE CITY OF ASHEVILLE AND MEMBERS OF ITS COUNCIL WILL PLEASE TAKE NOTICE:

The undersigned, Alfred Lichtenfels, of 1 Griffing Boulevard, Asheville, North Carolina, does

...ney [illegible] to the City ... Asheville a claim for damages which he asserts against the city and ..., this notice is in accordance with the provisions of Section 160 of the Code of the City of Asheville 1...., and is accordingly submitted herewith, presents the following facts:

That on or about 12:00 A. M., on September 14, 1947, the undersigned suffered a serious and ... injury to his automobile by reason of the negligent acts of the City ... ; that at the time this defendant was operating his car northwardly on South French Broad ... and was approaching the intersection of Patton Avenue; that at said time, the ... light at said intersection, maintained by the City of Asheville, was so operated that a green ... was presented to traffic on North French Broad Avenue and no red light was presented to traffic on ... Avenue, which condition had existed for a long period of time; that as a result of the negligent ... of the light, as aforesaid, the undersigned proceeded to cross Patton Avenue where a green ... was displayed to him, and was struck by the car of one William L. Hall, who was, at said time, pro... ... Patton Avenue.

That as a result of the collision of the automobile of the said William L. Hall and the undersigned, the undersigned suffered painful injuries around his head, body, arms and hands, one of his ... being seriously injured, and which injuries required medical treatment and hospitalization, and at ... was confined to his home, under ... and otherwise damaged.

... of the foregoing, the undersigned claims and demands of the City of Asheville ... Thousand (...,000.00) Dollars for personal injuries and Seven Hundred ... Dollars ... to his car.

... 16th day of December, 1947.

Respectfully submitted,

ALFRED LICHTENFELS

By Kester Walton
Attorney

Mr. Walter Seely, president of the Asheville Automobile and Truck Dealers' Association, ... the Council a resolution of said Association asking for stepped up enforcement of traffic ... and stricter penalties for those who disregard safety rules.

After a short discussion, Councilman Mulvaney moved that the City Manager and Director ... be requested to renew the drive against traffic offenders, and take every step possible to correct the ... This motion was seconded by Councilman Seely and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

G E Morgan
MAYOR

Margaret Lemmons
CITY CLERK

Thursday, December 18, 1947 - 4:00 P. M.

The City Council met in regular session Thursday, December 18, 1947 at 4:00 o'clock ... in the office of the City Manager presiding. Present: Councilmen Earl W. Eller, F. M. Mulvaney, Fred L. ..., ..., Walter S. Abernethy, I. Lyons Lee, City Manager P. W. Purdette, Corporation Counsel R. ... and City Clerk ... Morgan.

The minutes of the previous meeting were read and approved.

... letter from the Asheville City School Board was presented to the Council request... ... in the sum of $..,...00 from the Alcohol Beverage Control funds to be used for a program of ... recreation, safety education, attendence enforcement, and music education.

Councilman Lee ... moved that action in this matter be deferred until the Council ... make a study of the matter and see what can be done.

... adoption of existing schedule of salary adjustments and increases for City employees ... for the year 1948 to be expended by the City of Asheville for the last half of the fis... ... upon motion of Councilman Lee, seconded by Councilman Eller, unanimously adopted.

... copy of resolution will be found in Resolution Book #2 page 459.

... ordinance authorizing Mayor to enter into lease with Frank A. Mims for certain por... ... premises located at Nos. 89 and 91 Valley Street was upon motion of Councilman Mulvaney, seconded by Councilman Seely, unanimously adopted.

... copy of resolution will be found in Resolution Book #2 page 460.

...STATE OF NORTH CAROLINA,
...COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this ... day of December, 1947 by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the lessor, and FRANK A. MIMS, of Buncombe County, North Carolina, hereinafter called lessee;

WITNESSETH:

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. The lessor hereby leases to the lessee the following described premises, viz.:

> The entire basement floor of the building owned by the City of Asheville consisting of two sections respectively known and located as Nos. 89 and 91 Valley Street, and the entire rear section on the first floor of said building, which section is known as Gay Alley Street, said building being the northernmost building located on lot ...., Sheet 1, Ward 1 as shown on the tax maps of the City of Asheville.

said premises to be used and occupied by the lessee for the purpose of operating the business known as the Biltmore Broom Company, which company is solely owned by the lessee.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning December 1, 1947 and ending December 1, 1950; provided, said lessee may have possession of said premises free of rent from the first day of December, 1947 until the first day of March, 1948 for the purpose of making the alterations, improvements, installations and repairs hereinafter set forth.

3. The lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein, upon the consent thereto by the lessor thereof.

4. The lessee shall pay the lessor rent without notice or demand therefor at the rate of Fifty ($50.00) Dollars per month payable on or before the first day of each calendar month for the then current month, beginning on the first day of March, 1948 and continuing for the period of this lease.

5. The lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the lessor.

6. It is understood and agreed that the lessee shall expend not less than the sum of One Hundred Fifty ($150.00) Dollars in making repairs, alterations, installations or improvements upon said demised premises, and it is agreed that all such repairs, alterations, installations and improvements shall be and become a permanent part of the real estate and of such the property of the lessor, but the lessee may remove all shelving, showcases, or other mercantile equipment, machinery and other equipment, devices or appliances belonging to the lessee which can be removed without injury to the building or premises.

7. The lessee will not make any major additions to or major alterations in the premises without the written consent of the lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, loss by the elements, fire or other ... excepted, and reasonable wear and tear excepted.

8. The lessee shall provide adequate insurance for all liens, now or hereafter upon said demised premises.

9. The lessee accepts said premises in the present condition in which the same are, and the lessor shall be under no obligation whatsoever to ... any repairs or improvements to said premises during the term of this lease except in the event of damage by fire or ... provided.

10. That if the premises ... shall ... by fire or other casualty without the fault or negligence of the lessee the same shall be repaired at the expense of the lessor as speedily as possible, but if the demised premises shall ... be rendered untenantable without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. In the event of total destruction of said leased premises the lessor may at its option within sixty days from such ... elect to rebuild said building or said leased premises, in which event this lease shall immediately cease and be void and of no effect, and all rights of the parties hereto shall cease.

11. It is expressly understood and agreed that if upon the demised premises shall be levied on or vested, or if default be made in the payment of the rent or ... for any of the purposes herein specified, or ..., by or on account of the lessor, the lessee shall fail, refuse, or neglect this lease or in default be made in the performance of any of the covenants or agreements contained in this lease on the part of the lessee to be kept performed, or if the lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the ... City Government or of any and all their departments applicable to said premises, or if the lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the lessor may, if it so elects, at any time thereafter terminate this lease and the term hereof, by giving to the lessee five days' notice in writing of its intention so to do, and upon the expiration of such notice, this lease and the term hereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof, and the lessor may at once enter or ... take possession of said premises. Such notice may be given to ... the lessee addressed to the demised premises.

IN WITNESS WHEREOF, the said lessor ... has caused these presents to be signed by G. E. Morgan, its Mayor, attested by Margaret Lemmons, its Clerk, and its corporate seal to be hereunto affixed; and the lessee ... has hereunto set his hand and seal the day and year first above written; this contract being executed in ... duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

Attest:

By _____
Mayor

_____
City Clerk

_____(SEAL)

[illegible] approval before the City Council and [illegible] Allen from erecting [illegible] to repair [illegible] between Grove School and Clinton Street.

[illegible] approval by the City Engineer and [illegible]. This motion was seconded by Councilman [illegible].

[illegible] Lawrence Kohler, Mr. Charles D. Eadsell, Jr., Mrs. [illegible], [illegible] American Association of University Women, Mr. Junior [illegible], Mr. R. L. Lawrence, County Welfare Officer, [illegible] some provision be made to [illegible] welfare agencies because of [illegible]. [illegible] ,000 yearly. A letter was presented from Judge Jarvis endorsing [illegible].

[illegible] stated that this was a very commendable project, and [illegible] the matter with the County, since this is a county-wide [illegible].

[illegible] very sympathetic with this problem, and [illegible] to the Council on the [illegible].

[illegible] was upon motion adjourned.

E E Morgan

Margaret Simmons
CITY CLERK

[illegible], December 21, 1937 - 1: [illegible].

[illegible], December 21, 1937 at this [illegible] Councilmen [illegible], Mayor [illegible], Councilman [illegible], Councilman [illegible], Councilman [illegible], Councilman [illegible].

[illegible] were read and approved.

[illegible], the meeting was upon motion adjourned.

E E Morgan

Margaret Simmons
CITY CLERK

[illegible], January 5, 1938 - 1:30 P. M.

[illegible] regular meeting Thursday, January 6, 1938 at this [illegible] present: Councilmen [illegible], Mayor [illegible], Councilman [illegible], Councilman [illegible], Councilman [illegible], Councilman [illegible].

[illegible] were read and approved.

[illegible] committee of citizens from East Addition, [illegible] the establishment of an MSU [illegible] Mr. Bert Clarke.

[illegible] stated that the Council, being [illegible] with its duties. The Mayor stated that the [illegible] that they should be given an opportunity to be [illegible].

[illegible], the meeting was upon motion adjourned.

E E Morgan

Margaret Simmons
CITY CLERK

C E Morgan

Margaret Simmons

C. E. Morgan

Margaret Simmons

Thursday, January 29, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, January 29, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, Earl W. Eller, F. M. Mulvaney, Fred L. Seely, Jr., Walter I. Abernethy, I. Lyons Lee, Corporation Counsel P. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible]

Councilman Eller, Resolution authorizing Mayor to execute deed to State of North Carolina was upon motion of seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 466.

[illegible]

on Newbridge Veterans' Housing property to Carolina Power & Light Company was upon motion of Councilman Resolution authorizing Mayor to execute instrument leasing electric distribution equipment Abernethy, seconded by Councilman Seely, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 467.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this the ____ day of _____, 1948, by and between CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, party of the first part, hereinafter for convenience sometimes called "Lessor", and CAROLINA POWER & LIGHT COMPANY, a North Carolina corporation with its principal office in the City of Raleigh, party of the second part, hereinafter for convenience sometimes called "Lessee",

WITNESSETH:

THAT WHEREAS, the City of Asheville, by virtue of that certain instrument in writing, dated May 6, 1947, by which title was transferred to City of Asheville by the Federal Public Housing Authority, is now, subject to certain terms and conditions, the owner of the buildings, equipment and installations, including electric distribution lines, comprising the dwelling units known as the Newbridge Veterans' Housing Property, located just outside the present limits of the City of Asheville; and,

WHEREAS, in the operation of the said housing property the City of Asheville desires to be relieved of the expense, responsibility and liability of maintaining and repairing the electric distribution poles, wires and equipment which are now a part of the said housing property; and,

WHEREAS, the Carolina Power & Light Company is willing to lease from City of Asheville the said electric distribution lines and to maintain and repair them when necessary;

NOW THEREFORE, that for and in consideration of the rental to be paid to the Lessor by the Lessee, as hereinafter provided, the Lessor hereby demises, leases and lets unto the Lessee, its successors and assigns, for the period hereinafter stated, the following described property:

> The poles, wires, and equipment, consisting principally of 1727 pounds of copper wire, 14 thirty foot poles and 16 rack assemblies, which now compromise the electric distribution lines serving the buildings and installations known as the Newbridge Veterans' Housing property located just outside the present limits of the city of Asheville, in said county and state.

The term of this lease shall commence on the ____ day of _____, 1948, and continue for the duration of the operation of the said Newbridge Veterans' Housing Project by the City of Asheville, unless terminated earlier under the terms hereof. The rental for said distribution lines and equipment herein leased shall be One Dollar ($1.00) per year, payable to Lessor in advance by Lessee.

Lessee shall, during the term of this lease, operate, maintain and repair the said lines and equipment at its own expense; however, it is understood that in the event that a major portion of the said property herein leased is destroyed by fire, wind, or other accident or casualty, Lessee shall not be obligated to restore the same for Lessor, and, in the event of such a happening, this lease, to the extent that it covers that portion of the property so destroyed, shall become automatically terminated.

This lease is executed in duplicate originals, each party retaining a copy, and the rights, privileges and obligations hereunder shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has caused this instrument to be executed in its name by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

CITY OF ASHEVILLE

Approved as to Form:

By: C. E. Morgan
Mayor

F. W. Wells
Corporation Counsel

(SEAL)

Attest:

City Clerk

CAROLINA POWER & LIGHT COMPANY

(SEAL)

By_____
President

Attest:

Secretary

State of North Carolina
County of Buncombe

I, _____, a Notary Public of said County and State, do hereby certify that on this day personally appeared before me, Clarence E. Morgan, who, being by me first duly sworn, deposes and says: That he is the Mayor of the City of Asheville, N. C., and that Margaret Simmons is the Clerk of the said municipality, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said municipality, and that the name of the municipality was subscribed hereto by said Mayor, and that said Mayor and Clerk subscribed their names hereto and said corporate seal was affixed all by order of the City Council of said municipality, and that the said instrument is the act and deed of said municipality.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 194__.

My commission expires:

Notary Public

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This ____ day of _____, 194__, before me, _____, a Notary Public of Wake County, North Carolina, personally came I. V. Sutton, who, being by me duly sworn, says that he is President of Carolina Power & Light Company, and that the seal affixed to the foregoing instrument in writing is the seal of the said Company, and that said writing was signed and sealed by him in behalf of the said corporation by its authority duly given. And the said I. V. Sutton acknowledged the said writing to be the act and deed of the said corporation.

WITNESS my hand and Notarial Seal, this ____ day of _____, 194__.

My commission expires:

Notary Public

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, February 5, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, February 5, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Fred L. Seely, Jr., F. M. Mulvaney, Earl W. Eller, C. Fred Brown, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Coursel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

LEASE - INGLE TRANSFER & STORAGE COMPANY

Resolution authorizing Mayor to execute extension of lease with Ingle Transfer & Storage Company for space in municipal building was upon motion of Councilman Brown, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 468.

NORTH CAROLINA,
BUNCOMBE COUNTY.

THIS AGREEMENT, made and entered into this 5th day of February, 1948, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and INGLE TRANSFER & STORAGE COMPANY, hereinafter called the Lessee;

WITNESSETH:

THAT WHEREAS, on the 4th day of October, 1945, the parties hereto entered into a certain lease, whereby the Lessor leased to the Lessee for a period of two years, beginning October 4, 1945 and ending October 4, 1947, the premises known as the west section of the ground floor of the Municipal Building in the City of Asheville; and

WHEREAS, the parties have agreed to extend the period for which the said premises were leased;

NOW, THEREFORE, it is mutually agreed that the premises described in the lease above referred to are hereby leased unto the said Lessee for the additional term of two years, beginning the 4th day of October, 1947 and ending the 4th day of October, 1949, at the rental specified in the above described lease, payable at the times and under the conditions therein set forth; and that all of the terms, conditions and covenants set forth in the above described lease apply to the additional period of extension as fully as if set forth herein.

IN TESTIMONY WHEREOF, the parties hereto have executed this extension agreement on the day and date first above written.

CITY OF ASHEVILLE

Attest:

By C. E. Morgan
Mayor

Margaret Simmons
City Clerk

INGLE TRANSFER & STORAGE COMPANY

By_____

[illegible] - [illegible]
AND WIFE, [illegible]

Resolution authorizing Mayor to execute quit-claim deed to C. J. Smith and wife, Sadie Smith, was upon motion of Councilman Mulvaney, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 469.

[illegible]RIAL STADIUM - IMPROVEMENT

A proposal that the City Council appropriate a matching fund of $30,000 toward financing improvements at Memorial Stadium and its enlargement was presented to the Council by Mr. Robert I. Presley,

general chairman of the Memorial Stadium Improvement Committee. Brief talks in support of the proposal were made by Rob Grahl, Pierce P. Henderson, Dr. Glenn L. Bushey, Herbert Vaughan, Jr., J. Lee Hottell, Seaman L. Pinner, Judge Sam M. Cathey, J. Colvin White, Francis J. Heazel, and L. P. Miller.

Mayor Morgan assured the delegation that the Council is deeply interested in this proposal and will give it every consideration.

Councilman Abernethy moved that the matter be referred to the City Manager and Director of Public Works for study and report back to the Council. This motion was seconded by Councilman Mulvaney and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 12, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, February 12, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen L. Lyons Lee, F. M. Mulvaney, C. Fred Brown, Earl W. Eller, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

NEW ASHEVILLE BRIDGE - LOCATION

Resolution approving location and design of the proposed bridge over the French Broad River as submitted to City of Asheville by the State Highway and Public Works Commission was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 470.

The resignation of Mrs. Frank Bell as a member of the Asheville School Board was presented to the Council.

48 Langwell Ave.,
W. Asheville, N. C.
Jan. 30, 1948

Asheville School Board,
David Millard Jr. High School,
Asheville, N. C.

Gentlemen:

Please accept my resignation as a member of the School Board. I am unable to attend the meetings.

Very truly yours,

Ruth C. Bell
(Mrs. Frank Bell)

Resolution accepting resignation of Mrs. Frank Bell as a member of the Asheville School Board, and appointing Mrs. Alice Harold Lee as her successor was upon motion of Councilman Abernethy, seconded by Councilmen Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 471.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 19, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, February 19, 1948 at 4:00 o'clock P. M. Upon motion of Councilman Eller, seconded by Councilman Mulvaney, Councilman L. Lyons Lee was unanimously appointed to act as Mayor in the absence of Mayor C. E. Morgan and Vice-Mayor Fred L. Seely, Jr. Present: Councilmen Walter I. Abernethy, Frank Mulvaney, Earl W. Eller, Acting Mayor L. Lyons Lee, City Manager P. M. Burdette.

The minutes of the previous meeting were read and approved.

R. C. Robinson, in behalf of the Negro Business and Professional interests, presented a petition to the Council requesting six additional negro policemen, the appointment of a negro physician to the Health Department, and that the matter of operating buses to or near the Walton Street playground be taken up by the Council with the White Transportation Company.

With the consent of the Council this matter was referred to the City Manager, Director of Public Works and Director of Public Safety for investigation and report back to the Council.

CLARENCE SUMNER - LETTER

The Council authorized Councilman Lee to write to C. R. Sumner, a member of The Citizen's news staff now in Johns Hopkins Hospital, a letter in behalf of the Council wishing him a quick recovery.

There being no further business, the meeting was upon motion adjourned.

ACTING MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 26, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, February 26, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, Walter I. Abernethy, Earl W. Eller, L. Lyons Lee, City Manager P. M. Burdette, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute quit-claim deed to Chester Brown was upon motion of Councilman Abernethy, seconded by Councilman Lee, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 472.

Resolution authorizing Mayor to enter into contract with State Highway and Public Works Commission was upon motion of Councilman Abernethy, seconded by Councilman Lee, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 473.

NORTH CAROLINA
BUNCOMBE COUNTY

RIGHT-OF-WAY AGREEMENT
IN RE PROJECT NO. 9075

THIS AGREEMENT, made and entered into this the ____ day of _____, 1948, by and between the CITY OF ASHEVILLE, Buncombe County, North Carolina, hereinafter called "City", of the first part, -and- the STATE HIGHWAY AND PUBLIC WORKS COMMISSION, an agency of the State of North Carolina, hereinafter called "Commission", of the second part,

W I T N E S S E T H:

THAT WHEREAS, the State Highway and Public Works Commission has prepared plans to make certain changes in highway locations and certain improvements within the City of Asheville, County of Buncombe, covered by the plans of the above captioned project, consisting of the construction as re-located of the highway carrying US Routes 19 and 23, extending from a point southwesterly of the intersection of Tampa Avenue and Haywood Road within said city, survey station 0 + 00; running thence along said Haywood Road a short distance and then at a tangent on a new location in a general northeasterly direction to the city limits south of the present County Home Road, approximately station 42 + 16; thence in an easterly direction entering the city limits again across Mill Creek at approximately station 89 + 25 and continuing in an easterly direction across the French Broad River and over the tracks of the Southern Railway Company to the intersection of Patton and Clingman Avenues in said City, approximately station 147 + 38, all on a right-of-way 150 feet wide; together with the following connecting roads:

The extension of Hanover Street across Haywood Road to the project, together with traffic directional flow intersections as shown on the map hereto attached, all with a right-of-way of 100 feet wide;

Millbrook Road connecting Westwood Place with the Hanover Street connection, with a right-of-way 60 feet wide;

The extension of the County Home Road to the project, with a right-of-way 60 feet wide;

The southerly extension of Westwood Place on new location north of the project to connect with the projedt, with a right-of-way 60 feet wide;

A new intersection or connecting link connecting Atkinson and Hill Streets within said city off the project, with a right-of-way 60 feet wide;

All said locations being clearly shown in red on the map entitled "SKETCH MAP SHOWING LOCATION OF PROJ. 9075, BUNCOMBE CO." which is hereto attached and which is by reference made a part hereof;

And sight distance areas at intersections as shown colored in green on said map hereto attached;

the construction of said roads and streets to be made in accordance with plans prepared by the Commission and approved by the City, Public Roads Administration and the Commission; and

WHEREAS, the City has approved the said locations and changes of location and the plans in accordance with the aforesaid project, and has agreed to cooperate with the Commission and to participate in the cost of the same as hereinafter set out;

NOW, THEREFORE, IT IS AGREED as a part of the conditions on which said project is to be recommended, approved, and constructed, that the City will, out of its own funds and subject to the provisions hereinafter set out, reimburse the Commission to the extent of THIRTY-THREE AND ONE THIRD PERCENT (33-1/3%) for all expenditures which it may make on account of rights-of-way with minimum widths of 60 feet for the connecting roads, 100 feet for the Hanover Street extension or West Asheville leg of the project, and 150 feet for the main highway to carry US Routes 19 and 23, and such additional widths as may be necessary for the construction of the project, and the additional areas to be reserved as sight distance areas at the several intersections, as clearly indicated as to both width of rights-of-way and sight distance areas on the map hereto attached, and for the removal therefrom of all obstructions of any kind or character necessary for the construction of said project in accordance with approved plans; and the City will exercise any rights which it may have under any franchises to effect the changing, adjusting, or relocating of telephone, telegraph or electric power lines or underground cables without expense to the project, and will provide at its own expense, for the laying, changing, relaying or repairing of any necessary water, sewer, gas or other pipelines or conduits, together with all necessary house or lot connections or services extending to the outer lines of said project, whether made necessary by the widening of existing or the construction of new or relocated streets or sidewalks, for the construction of the above described project.

The City further agrees that in the event it is unable to pay its 1/3 of the right-of-way costs and expenses out of its own funds, it hereby agrees that the Commission may annually apply all surplus remaining to its credit in the Municipal Fund of the Commission to said unpaid balance, and that this may be done each year until its part of the right-of-way cost is taken care of.

The City further agrees that it will acquire such rights-of-way as are needed with its own forces and that, in the event it becomes necessary to acquire any of the right-of-way by condemnation proceedings, it will institute such proceedings itself or cooperate with the Commission in the institution and prosecution of such condemnation proceedings.

The City further agrees that in any and all rights-of-way acquired by it or in its name for said project it will reserve to the Commission such of the right-of-way acquired as may be necessary for highway purposes, and further agrees to cooperate fully with the Commission in preventing encroachments on the right-of-way.

IT IS UNDERSTOOD AND AGREED that the approval of this project by the Commission is subject to the conditions of this agreement and all such work is either to be done or arranged for in a manner satisfactory to the Commission prior to the commencement of the construction of the project herein referred to; and the Commission reserves the right to withhold the awarding of the contract for said project until said Commission is furnished satisfactory evidence that all necessary rights-of-way or other easements have been secured or that said Commission is satisfactorily indemnified against any claim on account thereof as hereinabove provided.

IN WITNESS WHEREOF, this agreement has been executed, in quadruplicate, on the part of the said City, by authority duly given, as evidenced by the attached certified copy of resolution, ordinance, or charter provisions, as the case may be, authorizing the same as of the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED:

P. M. Burdette
CITY MANAGER

APPROVED AS TO FORM & LEGALITY:

R. R. Wells
CITY ATTORNEY

STATE HIGHWAY AND PUBLIC WORKS COMMISSION

ATTEST:

CHAIRMAN

SECRETARY

APPROVED:

APPROVED AS TO FORM AND LEGALITY:

CHIEF ENGINEER

GENERAL COUNSEL

APPROVED:

LOCATING ENGINEER

PRINCIPAL RIGHT-OF-WAY ENGINEER

Resolution authorizing Mayor to execute contract cancelling lease to Lions Club of Asheville, Inc. for use of Memorial Football Stadium for purpose of presenting horse shows was upon motion of Councilman Eller, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 474.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made this 26th day of February, 1948, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and the LIONS CLUB OF ASHEVILLE, INC., a corporation existing under and by virtue of the laws of the State of North Carolina, party of the second part;

WITNESSETH:

THAT WHEREAS, said party of the first part has heretofore leased to said party of the second part certain premises therein described by contract dated the 1st day of May, 1947; and

WHEREAS, by mutual consent it has been agreed that said lease be terminated as herein provided;

NOW, THEREFORE, in consideration of Ten Dollars to each of the parties by the other paid, it is hereby mutually agreed:

That said lease and each and every part and clause thereof be cancelled and terminated as of the ___ day of _____, 1948.

That each of the said parties acknowledges and agrees that the other party has done and performed all things to be done and performed by him under the terms of said lease, and that neither party has any other or further claim upon the other on account of said lease.

That said party of the second part may at any time on or within thirty days from the date of this agreement remove from said demised premises any articles of personal property or any stalls or stables belonging to said party of the second part.

IN TESTIMONY WHEREOF, the said party of the first part has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written; and the party of the second part has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written. This contract is executed in duplicate.

CITY OF ASHEVILLE

By C. E. Morgan
MAYOR

ATTEST:

Margaret Simmons
CITY CLERK

LIONS CLUB OF ASHEVILLE, INC.

By Sam M. Cathey
President

ATTEST:

Wesley Brown
Secretary

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

This 27th day of February, 1948, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, C. E. Morgan, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed deed is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said C. E. Morgan acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the day and year first above written.

My commission expires: _____ Notary Public

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

I, Ella Mae Smith, a Notary Public of said State and County, certify that Wesley Brown personally appeared before me this day and acknowledged that he is Secretary of Lions Club of Asheville, Inc., a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and Notarial Seal, this the 17 day of Feb., 1948.

My commission expires:
May 26, 1949

Ella Mae Smith
Notary Public

[illegible]

Mr. J. E. Baumberger presented to the Council a petition signed by himself and 44 other locomotive engineers and firemen requesting that the City Council at once discharge Stewart Orgain as City Smoke Abatement Engineer, charging Mr. Orgain with inefficiency and inability to carry out the provisions of the city smoke abatement ordinance, and termed the smoke abatement ordinance unworkable.

Councilman Lee moved that this petition be referred to the Smoke Abatement Committee for investigation and report back to the Council. This motion was seconded by Councilman Eller and unanimously adopted.

Claim for damages for personal injuries was presented to the Council by Mr. Don Young, attorney for Mrs. Annie Knight. Upon motion of Councilman Mulvaney, seconded by Councilman Lee, this claim was referred to the Corporation Counsel for investigation and report.

Asheville, N. C., February 26, 1948.

To the Honorable Mayor, City Manager and Council of the City of Asheville:

The undersigned, Mrs. Annie Knight, residing in Asheville, North Carolina, by and through her attorney Don C. Young, hereby files claim against the City of Asheville for personal injuries sustained at the time, place and manner hereinafter set out, to-wit:

1. DATE: Claimant was injured on the 22nd day of February, 1948.

2. PLACE: On Haywood Road in front of the establishment known as the National Cleaners.

3. MANNER OF INJURY: At said time there was located a depression in the pavement of the street in front of said National Cleaners adjoining the South curb of said street, said depression and hole in said street having been located there for ten (10) days or more, of which the City had actual or constructive knowledge thereof; that claimant on said occasion was riding a bus of White Transportation Company and had signaled to alight therefrom at the bus stop in front of or near said National Cleaners; that when said bus stopped for claimant to alight therefrom it stopped immediately adjacent to said hole in the street and when said claimant alighted therefrom in the dark, without knowing that said hole or depression was there, she stepped into said hole or depression and was thrown forward and would have hit the street or curb thereof, except that she grabbed an electric light pole in the street.

4. CHARACTER OF INJURY: That when said claimant stepped into said hole or depression and was thrown violently against said electric pole her foot, ankle and leg were wrenched, bruised and otherwise injured and damaged all to her great injury and damage in at least the sum of $5,000.00.

Respectfully submitted this the day and year above written.

MRS. ANNIE KNIGHT

By Don C. Young
Attorney for Claimant.

John Baird appeared before the Council and requested that a fire plug be installed on Curve Street, that said street be paved, and that the sanitary conditions be improved.

With the consent of the Council this matter was referred to the Director of Public Works for investigation.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 4, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, March 4, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, C. Fred Brown, Walter I. Abernethy, L. Lyons Lee, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute supplemental agreement with United States of America was upon motion of Councilman Lee, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 475.

SUPPLEMENTAL AGREEMENT

Lease No. VA4b(RE)-83-S2

THIS SUPPLEMENTAL AGREEMENT made and entered into this 24th day of February nineteen hundred and forty-eight by and between CITY OF ASHEVILLE, whose address is Asheville City Building, Asheville, North Carolina, hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter referred to as the Government.

WHEREAS the parties hereto have heretofore entered into a certain lease dated November 19, 1946, whereby the Lessor leased to the Government the following described premises:

Approximately 13,690 square feet of office space on the fourth and fifth floors of the Asheville City Building, located south of College Street, between Davidson Street and the City-County Plaza, next to and south of the Buncombe County Court House, at Asheville, North Carolina, said space consisting of approximately 6,588 square feet of space on the fourth floor, designated as being the entire fourth floor and 7,102 square feet of space on the fifth floor, designated as being the entire fifth floor; and,

WHEREAS said lease was amended May 7, 1947 to relinquish approximately 7,102 square

feet being the entire fifth floor of said building, effective May 31, 1947; and,

WHEREAS it is desired to amend said lease to provide for the relinquishment of 2,290 square feet of space being described as rooms numbered 418, 417, 416, 415, 414, 413, 412, 411, and Eastern part of room number 410 in said building.

NOW THEREFORE, the parties hereto do hereby amend said lease effective March 31, 1948, in the following respects:

1. Paragraph two (2) on page one (1) of said lease is hereby amended so as to read as follows:

"2. The lessor hereby leased to the Government the following described premises, viz:

Approximately 4,290 square feet of office space on the fourth floor of the Asheville City Building, located south of College Street, between Davidson Street and the City-County Plaza, next to and south of the Buncombe County Court House, at Asheville, North Carolina, said space being the entire fourth floor except rooms numbered 418, 417, 416, 415, 414, 413, 412, 411 and the Eastern part of room number 410, as shown on the attached plat which is hereby made a part hereof, to be used for Governmental purposes."

2. Paragraph Seven (7) on page two (2) of said lease is hereby amended so as to read as follows:

"7. The Government shall pay the Lessor for the premises rent at the following rate: $261.15 per month, payable at the end of each month".

It is further mutually understood and agreed by and between the said parties, that all of the other terms, conditions and provisions of said lease, as amended, shall be and remain in full force and effect, as therein provided.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

CITY OF ASHEVILLE, NORTH CAROLINA

By C. E. Morgan
Mayor

In presence of:

_____

_____
Address

UNITED STATES OF AMERICA

_____

I, Margaret Simmons, certify that I am the City Clerk of the Corporation named as Lessor in the attached lease; that C. E. Morgan who, signed said lease on behalf of the Lessor was then Mayor of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ (Corporate
Margaret Simmons Seal)

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

The City Council met in regular session Thursday, March 11, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, Walter I. Abernethy, L. Lyons Lee, F. M. Mulvaney, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

The claim of Amy Wolfe for personal injuries was left with the City Clerk on Thursday, March 11, 1948, to be presented to the Council. Upon motion of Councilman Lee, seconded by Councilman Mulvaney, this claim was referred to the Corporation Counsel.

TO THE CITY OF ASHEVILLE AND THE HONORABLE COUNCIL OF SAID CITY

You will hereby take notice that the undersigned claimant files claim for damages against the City of Asheville for the sum of Ten Thousand ($10,000.00) Dollars for personal injuries received as a result of the negligence of said City as hereinafter more specifically set forth.

1. The date of said accident was December 11, 1947 and the place of happening or infliction of such injury was on the sidewalk of Zillicoa Street in front of the place known as Homwood.

2. The manner of the infliction was that the city had negligently and carelessly allowed the sidewalk at the place herein mentioned to become in a defective and dangerous condition by reason of the sidewalk having an elevated place where the same should have been smooth which condition has existed for a sufficient length of time for the City to have known of its dangerous condition and

the sidewalk at such place being in a defective condition was also improperly lighted.

5. The character of the injury was a triple fracture of the left knee, contusions, bruises and other traumatic injuries.

4. The amount of damages claimed therefor is Ten Thousand ($10,000.00) Dollars.

[illegible] notice is given you pursuant to the provisions of Section 150 of the Code of the City of Asheville, 1942 and Chapter 16, Section 245 Private Laws of 1923 which aforementioned Private Laws is hereby expressly pleaded together with all rights and privileges which enure to the benefit of this complaint.

Respectfully submitted,

Amy Wolfe
Complainant

Geo. Pennell
Attorney for Complainant

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 18, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, March 18, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen L. Lyons Lee, F. M. Mulvaney, Earl W. Eller, C. Fred Brown, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to enter into lease with Asheville Junior Chamber of Commerce, Incorporated for space in city building was upon motion of Councilman Lee, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 476.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 18th day of March, 1948 by and between CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the state of North Carolina, hereinafter called LESSOR, and ASHEVILLE JUNIOR CHAMBER OF COMMERCE, INCORPORATED, a corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called LESSEE.

WITNESSETH:

That, subject to the terms and conditions hereinafter set forth, said lessor does hereby let and lease unto said lessee, and said lessee does hereby accept as lessee, the following described premises and office space, being situated in what is known as the City Hall or Building, which building is located in the City of Asheville, North Carolina, and more particularly described as follows: Being approximately 600 square feet of office space on the north side of the main or first floor of said City Hall, known as Room B.

The terms and conditions above referred to are as follows:

(1) It is agreed between the parties hereto that the term of this lease shall be for a period of five years, beginning 1st day of April, 1948 and ending 1st day of April, 1953, and that the lessee shall have the right to extend the term of this lease for an additional period of five years upon the same terms and conditions as set out herein.

(2) It is further agreed between the parties hereto that the rental for said 600 square feet shall be One ($1.00) Dollar per square foot or Six Hundred ($600.00) Dollars per year, payable in equal monthly installments of Fifty ($50.00) Dollars each in advance on the 1st day of each and every month of the term hereinbefore set forth.

(3) It is further agreed between the parties hereto that the lessor shall supply and furnish said leased premises with heat, water, electricity for lighting and standard janitor service during the term of this lease.

(4) It is further agreed between the parties hereto that the lessor shall erect or replace such master partitions for the occupancy of said floor space that are standard partitions, but that any partitions or subdividing partitions other than standard partitions shall be installed or erected by the lessee.

(5) It is further agreed that the lessee shall not assign this lease or sub-let any part of the leased premises without the written consent of the lessor.

(6) It is further agreed that if the premises herein lessed shall be destroyed or rendered unfit for use by fire or other casualty during said term, this lease shall thereupon terminate.

(7) It is further agreed that the lessor shall maintain said premises in good and reasonable repair and tenantable condition during the term of this lease, except in case of damage arising

from the act or negligence of the lessee, its agents or employees.

This lease shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, said lessor has caused this lease to be executed in its corporate name by its Mayor and attested by its Clerk and its corporate seal, and said lessee has caused this lease to be signed and executed in its corporate name by its President and attested by its Secretary and its corporate seal to be hereunto affixed, the day and year first above written.

CITY OF ASHEVILLE

By C. E. Morgan
MAYOR

ATTEST:

Margaret Simmons
CITY CLERK

ASHEVILLE JUNIOR CHAMBER OF COMMERCE, INCORPORATED

By
President

ATTEST:

Secretary

Reverend Dale D. Webbe, rector of St. Mary's Episcopal Church, appeared before the Council and presented the question of whether the park area bordered by Charlotte Street and Gertrude Place in the Grove Park development can be used as a playground by juveniles or must be maintained as an ornamental park.

At the suggestion of Councilman Lee the [illegible] agreed to examine the deeds to this property to determine this question.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Friday, April 2, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, April 2, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, C. Fred Brown, L. Lyons Lee, F. M. Mulvaney, Fred L. Seely, Jr., Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

ORDINANCE #319 - EXTENDING FIRE LIMITS

MOTION TO PASS ORDINANCE ON -

Ordinance #319, "AN ORDINANCE AMENDING SECTION 247 OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY EXTENDING THE FIRE LIMITS OF FIRE DISTRICT #3", was, upon motion of Councilman Lee, seconded by Councilman Seely, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Seely voted "aye"
Councilman [illegible] voted "aye"
Councilman [illegible] voted "aye"
Mayor [illegible] voted "aye"

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

[illegible], April 1, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, April 1, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, L. Lyons Lee, Earl W. Eller, Walter I. Abernethy, Fred L. Seely, Jr., F. M. Mulvaney, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the [illegible] were read and approved.

Ordinance #319, "AN ORDINANCE AMENDING SECTION 247 OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY EXTENDING THE FIRE LIMITS OF FIRE DISTRICT #3", was, upon motion of Councilman Lee, seconded by Councilman Seely, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Seely voted "aye"
Councilman Eller voted "aye"
Councilman Lee voted "aye"
Councilman Brown voted "aye"
Mayor [illegible] voted "aye"

Resolution changing the name of Quarry Road between its intersection with Canterbury Road and its intersection with Cherokee Road to Canterbury Road was upon motion of Councilman Mulvaney, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 477

Resolution authorizing the Mayor to enter into five leases with property owners on Lexington Avenue in the City of Asheville was upon motion of Councilman Lee, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 478.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this 1st day of April, 1948, by and between GEORGE NICHOLS and wife, ELLI K. NICHOLS, A. PAPPAS and wife, NESELY PAPPAS, and ALECK FERIKES and wife, STASSA FERIKES, parties of the first part (hereinafter known as Lessors), and CITY OF ASHEVILLE, a municipal corporation, party of the second part (hereinafter known as Lessee);

W I T N E S S E T H:

That the Lessors, for and in consideration of the agreements hereinafter contained on the part of the lessee to be performed, hereby bargain, lease and grant to the Lessee for a period of five years, with the right vested in the Lessee to renew this lease under the conditions set out herein, certain lands being in the City of Asheville, State of North Carolina, and being more particularly described as follows:

Lying on the west side of Lexington Avenue, and known as Lot 114 as shown on the City of Asheville map recorded in the office of the City Engineer, being Map #5-1013 and known as the North Lexington Avenue Curb Market Map.

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in any [illegible] to the said Lessee for a period of five years upon the following terms and conditions:

(1) The rental during said term shall be Eighty-eight and 0/100 ($88.00) Dollars per month, which the Lessee agrees to pay in monthly installments in advance, the first payment to be made on the 1st day of April, 1948, and all subsequent payments to be made every month from said date.

(2) The Lessee has the right under this lease to renew same for an additional period of five years from the date of the termination of the first five years at a monthly rental of Ninety-two and 40/100 ($92.40) Dollars, same to be paid in installments as set out above.

(3) That the Lessee hereby agrees to pay all city and county taxes on the said lot as hereinbefore described from the date of the execution of this lease and until the termination thereof.

(4) That the Lessors hereby agree to allow the Lessee the right and privilege of tearing down and demolishing any and all structures or obstacles that might be on said land at the time of the execution of this lease, and hereby agree that the Lessee may erect at any time within its discretion any buildings, out-houses, or structures whatsoever on said land during the life of this lease.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals; and the Lessee has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)

CITY OF ASHEVILLE

By C. E. Morgan
Mayor

ATTEST:

Margaret Simmons
City Clerk

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this 1st day of April, 1948, by and between GRACE M. HOLLEMAN (widow), WALTER R. McGUIRE and wife, LEONORA F. McGUIRE, parties of the first part (hereinafter known as Lessors), and CITY OF ASHEVILLE, a municipal corporation, party of the second part (hereinafter known as Lessee);

W I T N E S S E T H:

That the Lessors, for and in consideration of the agreements hereinafter contained on the part of the Lessee to be performed, hereby bargain, lease and grant to the Lessee for a period of five years, with the right vested in the Lessee to renew this lease under the conditions set out herein, certain lands being in the City of Asheville, State of North Carolina, and being more particularly described as follows:

Lying on the west side of Lexington Avenue, and known as Lot 115 as shown on the City of Asheville map recorded in the office of the City Engineer, being Map #5-1013 and known as the North Lexington Avenue Curb Market Map.

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in any wise appertaining to the said Lessee for a period of five years upon the following terms and conditions:

(1) The rental during said term shall be Eighty and 0/100 ($80.00) Dollars per month, which the Lessee agrees to pay in monthly installments in advance, the first payment to be made on the 1st day of April, 1948, and all subsequent payments to be made every month from said date.

(2) The Lessee has the right under this lease to renew same for an additional period of five years from the date of the termination of the first five years at a monthly rental of Eighty four and 0/100 ($84.00) Dollars, same to be paid in installments as set out above.

(3) That the Lessee hereby agrees to pay all city and county taxes on the said lot as hereinbefore described from the date of the execution of this lease and until the termination thereof.

(4) That the Lessors hereby agree to allow the Lessee the right and privilege of tearing down and demolishing any and all structures or obstacles that might be on said land at the time of the execution of this lease, and hereby agree that the Lessee may erect at any time within its discretion any buildings, out-houses, or structures whatsoever on said land during the life of this lease.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals; and the Lessee has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

_____(SEAL)
_____(SEAL)
_____(SEAL)

CITY OF ASHEVILLE

By C. E. Morgan
Mayor

ATTEST:

Margaret Simmons
City Clerk

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this 1st day of April, 1948 by and between MARION GREEN JOHNSTON and husband, JOHN D. JOHNSTON, parties of the first part (hereinafter known as Lessors), and CITY OF ASHEVILLE, a municipal corporation, party of the second part (hereinafter known as Lessee);

W I T N E S S E T H:

That the Lessors, for and in consideration of the agreements hereinafter contained on the part of the Lessee to be performed, hereby bargain, lease and grant to the Lessee for a period of five years, with the right vested in the Lessee to renew this lease under the conditions set out herein, certain lands being in the City of Asheville, State of North Carolina, and being more particularly described as follows:

Lying on the west side of Lexington Avenue, and known as Lot 116, as shown on the City of Asheville Map recorded in the office of the City Engineer, being Map #5-1013, and known as the North Lexington Avenue Curb Market Map.

TO HAVE AND TO HOLD the same, and the privileges and appurtenances thereunto in anywise appertaining to the said Lessee for a period of five years upon the following terms and conditions:

(1) The rental during said term shall be Sixty-six and 0/100 ($66.00) Dollars per month, which the Lessee agrees to pay in monthly installments in advance, the first payment to be made on the 1st day of April, 1948, and all subsequent payments to be made every month from said date.

(2) The Lessee has the right under this lease to renew same for an additional period of five years from the date of the termination of the first five years at a monthly rental of Sixty-nine and 30/100 ($69.30) Dollars, same to be paid in installments as set out above.

(3) That the Lessee hereby agrees to pay all city and county taxes on the said lot as hereinbefore described from the date of the execution of this lease and until the termination thereof.

(4) That the Lessors hereby agree to allow the Lessee the right and privilege of tearing down and demolishing any and all structures or obstacles that might be on said land at the time of the execution of this lease, and hereby agree that the Lessee may erect at any time within its discretion any buildings, out-houses, or structures whatsoever on said land during the life of this lease.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals; and the Lessee has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

_____(SEAL)
_____(SEAL)

CITY OF ASHEVILLE

By C. E. Morgan
Mayor

ATTEST:

Margaret Simmons
City Clerk

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this 1st day of April, 1948, by and between CHARLES A. NICHOLS and wife, VIRGINIA C. NICHOLS, of the City of Asheville, parties of the first part (hereinafter known as Lessors), and CITY OF ASHEVILLE, a municipal corporation, party of the second part (hereinafter known as Lessee);

W I T N E S S E T H:

That the Lessors, for and in consideration of the agreements hereinafter contained on the part of the Lessee to be performed, hereby bargain, lease and grant to the Lessee for a period of five years, with the right vested in the Lessee to renew this lease under the conditions set out herein, certain lands being in the City of Asheville, State of North Carolina, and being more particularly described as follows:

lying on the west side of Lexington Avenue, and known as Lot 117 as shown on the City of Asheville map recorded in the office of the City Engineer, being Map #5-1013 and known as the North Lexington Avenue Curb Market Map.

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in anywise appertaining to the said Lessee for a period of five years upon the following terms and conditions:

1) The rental during said term shall be Forty-five and 0/100 ($45.00) Dollars per month, which the lessee agrees to pay in monthly installments in advance, the first payment to be made on the 1st day of April, 1948, and all subsequent payments to be made every month from said date.

(2) The Lessee has the right under this lease to renew same for an additional period of five years from the date of the termination of the first five years at a monthly rental of Forty-five ($45.00) Dollars, same to be paid in installments as set out above.

(3) That the Lessee hereby agrees to pay all city and county taxes on the said lot hereinbefore described from the date of the execution of this lease and until the termination thereof.

(4) That the Lessors hereby agree to allow the Lessee the right and privilege of tearing down and demolishing any and all structures or obstacles that might be on said land at the time of the execution of this lease, and hereby agree that the Lessee may erect at any time within its discretion any buildings, out-houses, or structures whatsoever on said land during the life of this lease.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals; the Lessee has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

_____ (SEAL)

_____ (SEAL)

CITY OF ASHEVILLE

By C. E. Morgan
Mayor

ATTEST:

Margaret Simmons
City Clerk

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this 1st day of April, 1948, by and between WACHOVIA BANK & TRUST CO., party of the first part (hereinafter known as Lessor), and CITY OF ASHEVILLE, a municipal corporation, party of the second part (hereinafter known as Lessee);

W I T N E S S E T H:

That the Lessor, for and in consideration of the agreements hereinafter contained on the part of the Lessee to be performed, hereby bargains, leases and grants to the Lessee for a period of five years, with the right vested in the Lessee to renew this lease under the conditions set out herein, certain lands being in the City of Asheville, State of North Carolina, and being more particularly described as follows:

Lying on the west side of Lexington Avenue, and known as Lot 118 as shown on the City of Asheville map recorded in the office of the City Engineer, being Map #5,1013 and known as the North Lexington Avenue Curb Market Map.

TO HAVE AND TO HOLD the same and the privileges and appurtenances thereunto in any wise appertaining to the said Lessee for a period of five years upon the following terms and conditions:

(1) The rental during said term shall be Eighty-two and 50/100 ($82.50) Dollars per month, which the Lessee agrees to pay in monthly installments in advance, the first payment to be made on the 1st day of April, 1948, and all subsequent payments to be made every month from said date.

(2) The Lessee has the right under this lease to renew same for an additional period of five years from the date of the termination of the first five years at a monthly rental of Eighty-two and 50/100 ($82.50) Dollars, same to be paid in installments as set out above.

(3) That the Lessee hereby agrees to pay all city and county taxes on the said lot hereinbefore described from the date of the execution of this lease and until the termination thereof.

(4) That the Lessor hereby agrees to allow the Lessee the right and privilege of tearing down and demolishing any and all structures or obstacles that might be on said land at the time of the execution of this lease, and hereby agrees that the Lessee may erect at any time within its discretion any buildings, out-houses, or structures whatsoever on said land during the life of this lease.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed by its _____ President, and attested by its _____, all by authority duly given; and the Lessee has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

By _____
President

ATTEST:

_____

By C. E. Morgan
Mayor

ATTEST:

Margaret Simmons
City Clerk

The City Council stood in silence for a moment in memory of George L. Mackney, former City Assessor, who died on March 31st.

There being no further business, the meeting was adjourned.

C. E. Morgan
Mayor

Margaret Simmons
CITY CLERK

Thursday, April 8, 1948 - 4:00 P. M.

Because of a lack of a quorum, no meeting of the City Council was held on April 8, 1948.

C. E. Morgan
Mayor

Margaret Simmons
CITY CLERK

Thursday, April 15, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, April 15, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present Councilmen L. Lyons Lee, F. M. Mulvaney, Earl W. Eller, Walter I. Abernethy, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Resolution establishing parking meter zones was upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 479.

Ordinance #319, "AN ORDINANCE AMENDING SECTION 247 of ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY EXTENDING THE FIRE LIMITS OF FIRE DISTRICT #3", was, upon motion of Councilman Lee, seconded by Councilman Seely, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Eller voted "aye"
Councilman Lee voted "aye"
Councilman Brown voted "aye"
Mayor Morgan voted "aye"

ORDINANCE NO. 319

AN ORDINANCE AMENDING SECTION 247 OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY EXTENDING THE FIRE LIMITS OF FIRE DISTRICT #3

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That Section 247, Chapter III, Article I, Building Code, as contained in Ordinance 298 known as the Code of the City of Asheville be amended by striking out the fire limits described in Fire District #3 thereof and inserting in lieu thereof the following:

Fire District No. 3: BEGINNING in the eastern margin of Virginia Avenue at a point 100 feet south of the southern margin of Haywood Road; thence runs in an easterly direction and parallel to and at all times 100 feet from said southern margin of said Haywood Road to the eastern margin of Ridgelawn Road; thence in an easterly direction and parallel to the southern margin of Beverly Road to a point 100 feet east of the eastern margin of Ridgelawn Road; thence runs in a northerly direction and parallel to the eastern margin of Ridgelawn Road to a point in the northern margin of Beverly Road, which said point is 100 feet from the eastern margin of Haywood Road; thence runs in a northeasterly direction and parallel to and at all times 100 feet from the southeastern margin of Haywood Road to a point 100 feet from and on a line perpendicular to the southeastern margin of the west end or abutment of the West Asheville bridge where it joins with Haywood Road; thence runs in a northwesterly direction 100 feet to the point where said southeastern margin of said west end or abutment of said bridge joins with said southeastern margin of Haywood Road; thence runs in a northwesterly direction with and across the west end of said bridge to a point in its northwestern margin; thence runs in a northwesterly direction with and on a line perpendicular to the northwestern margin of said west end or abutment of said West Asheville bridge as it joins the northwestern margin of Haywood Road 100 feet to a point; thence runs in a southerly or southwesterly (as the case may be) direction and parallel to and at all times 100 feet from the northwestern or western (as the case may be) margin of Haywood Road to a point 100 feet from the northern margin of Haywood Road, which said point is in the vicinity of the intersection of Ridgelawn Road, Beverly Road, and Haywood Road; thence runs in a westerly direction and parallel to and at all times 100 feet from said northern margin of Haywood Road to a point in the western margin of Louisiana Avenue, which said point is 100 feet from the northern margin of Haywood Road; thence with the western margin of said Louisiana Avenue in a Southerly direction to a point in the northern margin of Haywood Road; thence crossing Haywood Road in the line of the western margin of Louisiana Avenue to a point in the southern margin of Haywood Road; thence runs with the southern margin of Haywood Road in a southwesterly direction to the point of intersection of the eastern margin of Virginia Avenue with the southern margin of Haywood Road; thence runs with the eastern margin of Virginia Avenue to the point of BEGINNING.

Section 2. That this ordinance shall be in full force and effect fifteen days after date of publication.

Section 3. That all ordinances and clauses of ordinances in conflict herewith be and the same are repealed.

I move the adoption of the foregoing ordinance, this 25 day of March, 1948.

L. Lyons Lee
COUNCILMAN

SECONDED BY: Fred L. Seely, Jr.
COUNCILMAN

Read, approved and adopted, this 15 day of April, 1948, to become effective 30 day of April, 1948.

C. E. Morgan
MAYOR

Attest:

Margaret Simmons
CITY CLERK

R. W. Wells
CORPORATION COUNSEL

Claim for damages for personal injuries was presented to the Council by Mr. Fred Sale, attorney for Annie Mae Connor. Upon motion of Councilman Mulvaney, seconded by Councilman Brown, this claim was referred to the Corporation Counsel for investigation and report.

To the City of Asheville and the Honorable Council of said City of Asheville

You will hereby take notice that the undersigned claimant, to-wit; ANNIE MAE CONNOR hereby files claim for damages against the City of Asheville for the sum of One Thousand Five Hundred ($1,500.00) Dollars for personal injuries received as a result of the negligence of said City as hereinafter more specifically set forth.

1. The date of said accident was Friday, February 20, 1948 and the place of happening and infliction of said injury was on the sidewalk of Hanover Street between Montana and Pennsylvania Avenues.

2. The manner of the infliction was that the City of Asheville had negligently and carelessly allowed the sidewalk, at the place hereinmentioned, to become in a defective and dangerous condition by reason of a broken place therein, when the same should have been smooth, and which condition had existed for a sufficient length of time for the City of Asheville to have known of its dangerous condition.

3. The character of the injury was torn ligaments, inflammation in same resulting in a permanent injury to your claimant, contusions and bruises to her forehead and left knee and other traumatic injuries, also, loss of time from her regular employment, medical and other expenses.

4. The amount of damages claimed therefor is One Thousand Five Hundred ($1,500.00) Dollars.

The foregoing notice is given said City of Asheville and the Honorable Council of said City pursuant to the provisions of Section 150 of the Code of the City of Asheville, 1945 and Chapter 16, Section 245 Private Laws of 1923, which aforementioned Private Laws is hereby expressly pleaded together with all rights and privileges which enure to the benefit of this complaint.

Respectfully submitted,

Annie Mae Connor
Complainant

Claim for damages for personal injuries was presented to the Council by Mr. James F. Howell, attorney for Jean S. Havenor. Upon motion of Councilman Brown, seconded by Councilman Mulvaney, this claim was referred to the City Manager and Corporation Counsel for investigation and report.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE:

I herewith present claim to you as prescribed by Chapter 16, Section 245 of the Private Laws of 1923, for actions and claims against the City, as set forth in detail in the attached letter addressed to the Mayor and the City of Asheville, 1945.

I was injured on Haywood Street, next to the curb in front of the Haywood Street entrance to Ivey's department store, at approximately 11:45 a. m., on Sunday, April 4, 1948, when I stepped into a hole in the pavement, which hole was caused by the telephone company when they cut a ditch on Haywood Street and attempted to repair the pavement.

I respectfully demand damages in the sum of $700.00 for personal injuries sustained when I stepped into this hole preparatory to boarding a bus at the bus stop in front of said store, which hole in the pavement was not discernible in the night time. As I stepped into the hole, my knee was wrenched, I fell to the pavement, and since said time have been under the care of a physician, my lower part of my back, my big toe was sprained, left knee sprained, right elbow lacerated, left knee, and right hand bruised. I was treated by Dr. P. E. Morgan.

My sprained condition continues to exist and I respectfully ask consideration for same, as aforesaid, as provided by the Charter.

Respectfully submitted, this the 15th day of April, 1948.

Jean S. Havenor
Mrs. Jean S. Havenor, Claimant

By James F. Howell
James F. Howell, Attorney

Sworn to and subscribed before me this the 15th day of April, 1948.

Louise Yancey
Notary Public of Buncombe County, N. C.

My commission expires:
May 2, 1949
(Seal)

Mr. Edward Wilde extended an invitation to the council to participate in a parade to be sponsored by the Jaycees Saturday in honor of the Asheville Junior baseball club.

Mayor Morgan thanked Mr. Wilde on behalf of the Council, and assured him of the support of the Council in the activities of the Jaycees.

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 22, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, April 22, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, L. Lyons Lee, Fred L. Seely, Jr., F. M. Mulvaney, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #320, "AN ORDINANCE AMENDING SECTIONS 853, 856 and 860 of ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, RELATING TO CLEANING OF STREETS AND COLLECTION OF GARBAGE. was, upon motion of Councilman Eller, seconded by Councilman Lee, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Seely voted "aye"
Councilman Eller voted "aye"
Councilman Lee voted "aye"
Mayor Morgan voted "aye"

MILTON STREET - CHANGED TO EDGEWATER LANE

Resolution changing the name of Milton Street to Edgewater Lane was upon motion of

[illegible], Councilman Lee, unanimously adopted.

[illegible] found in Resolution Book #2 page 480.

There [illegible] further business, the meeting was upon motion adjourned.

C. E. Morgan
Mayor

Margaret Simmons
CITY CLERK

Thursday, April 29, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, April 29, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present Councilmen C. Fred Brown, F. M. Mulvaney, Earl W. Eller, Walton J. Abernethy, Fred L. Seely, Jr., L. Lyons Lee, City Manager P. M. Burdette, Corporation Counsel R. T. [illegible], and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible]

Ordinance #320, "AN ORDINANCE AMENDING SECTIONS 853, 856 and 860 OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, RELATING TO CLEANING OF STREETS AND COLLECTION OF GARBAGE, was, upon motion of Councilman Eller, seconded by Councilman Lee, unanimously passed on [illegible] reading with the following vote:

[illegible] voted "aye" — Councilman Lee voted "aye"
[illegible] voted "aye" — Councilman Seely voted "aye"
[illegible] voted "aye" — Councilman Brown voted "aye"

Mayor Morgan voted "aye"

There [illegible] further business, the meeting was upon motion adjourned.

C. E. Morgan
Mayor

Margaret Simmons
CITY CLERK

Thursday, May 6, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, May 6, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, C. Fred Brown, L. Lyons Lee, Fred L. Seely, Walton J. Abernethy, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. T. [illegible], and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #320, "AN ORDINANCE AMENDING SECTIONS 853, 856 and 860 OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, RELATING TO CLEANING OF STREETS AND COLLECTION OF GARBAGE," was, upon motion of Councilman Eller, seconded by Councilman Lee, unanimously passed on its second and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Lee voted "aye"
Councilman Mulvaney voted "aye" — Councilman Brown voted "aye"
Councilman Eller voted "aye" — Mayor Morgan voted "aye"

ORDINANCE 320

AN ORDINANCE AMENDING SECTIONS 853, 856 and 860 OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, RELATING TO CLEANING OF STREETS AND COLLECTION OF GARBAGE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That Section 853 of Ordinance 298, known as The Code of the City of Asheville, is stricken out, and the following inserted in lieu thereof:

"Specifications for Receptacles. All householders and proprietors of business houses shall provide receptacles for all garbage, waste and refuse for removal by the Sanitary Department as follows:

(a) Receptacles shall be made substantially of metal and provided with tight-fitting cover and strong handles, and covers shall be kept on receptacles at all times except when being filled or emptied.

Receptacles shall not have less than ten (10) gallon capacity nor more than thirty (30) gallon capacity. The diameter of any container shall not exceed twenty (20) inches at its widest point.

(b) Receptacles and covers shall have legibly marked or painted thereon the house number in [illegible] numerals.

(c) Receptacles shall be maintained and kept watertight by the owner, and any leaking container shall be subject to removal by the collectors. Garbage shall be thoroughly drained and wrapped before being placed in the receptacles.

(d) [illegible] wooden boxes, pails, barrels or [illegible] ashes, [illegible] collectors shall be required to [illegible] ans.

(e) The owner or occupant of each house shall place all trash, [illegible] in trash cans or other receptacles of such type and design [illegible] shall direct, and such receptacles must be placed [illegible] tendant shall direct. It shall be a violation of this [illegible] section in any kind of container other than the above [illegible] receptacles.

Section 2. That Section 856 of Ordinance [illegible] stricken out, and the following inserted in lieu thereof:

Tree Trimmings, Brush. All tree trimmings, leaves, brush, etc. shall be removed by the Sanitary Department upon application to the Superintendent at the expense of the person making such application. Logs, wood or large limits shall be moved by Sanitary Department.

[illegible] materials such as stone, dirt, [illegible] by the Sanitary Department [illegible].

Section 3. That Section 860 of Ordinance 298, known as The Code of the City of Asheville be amended by striking out the first sentence of sub-section (b) of said section, and by striking out sub-section (a) of said section entirely.

Section 4. That this ordinance shall be in full force and effect fifteen [illegible] passage.

Section 5. [illegible] all ordinances [illegible] in conflict herewith.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible], 1948.

[illegible]

[illegible]

[illegible]

P. M. Burdette
City Manager

[illegible]

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

[illegible]
Plaintiff
-vs-
[illegible] OF CITY OF ASHEVILLE, a municipal [illegible] corporation
Defendant

[illegible]

The plaintiff, complaining [illegible]:

1.

That the plaintiff is [illegible] Asheville, [illegible] North Carolina.

2.

That on the [illegible] a hole for drainage, which was not covered, [illegible] of Asheville, and is [illegible] and [illegible].

3.

That the plaintiff fell into said [illegible] and [illegible] sewer, said depression or hole was located at the corner of [illegible] streets, which are public streets in the City of Asheville, and that the said City of Asheville has been [illegible] in and about the premises where the plaintiff fell, to cause or [illegible] and were kept by said City of Asheville in a dangerous condition; and that in allowing said condition to exist for [illegible] period of time, the said City of Asheville set up and maintained a public as well as

[illegible] in and on one of its public thoroughfares, and as a result of [illegible] nce, this plaintiff was injured.

4.

[illegible] ered severe and permenent injuries over her entire body; that her right [illegible], and that this plaintiff has been confined to her bed, suffering greatly from pain from [illegible]; that the plaintiff has been and is, at the present time, under the care [illegible] to continue her work, and is informed and believes that it will be a [illegible] with her work; and that the plaintiff, as a result of the injuries [illegible] of the defendant, has been damaged in the sum of Twenty Five Hundred [illegible].

S. J. Perram
Attorney for Plaintiff

[illegible]

Mabel Potts Deise, being first duly sworn, deposes and says:

That she is the plaintiff in the above entitled action; that she has read the foregoing Notice and Claim for Personal Injuries and knows the contents thereof; that the same is true of her own knowledge, except as to those matters and things stated therein upon information and belief, and as to those things, she believes it to be true.

[illegible] 1st day of May, 1948.

Mable Potts Deise
Affiant

[illegible]

[illegible]

[illegible]

[illegible]

There being no further business, the meeting was upon motion adjourned.

C E Morgan

Margaret Simmons
CITY CLERK

Thursday, May 13, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, May 13, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, F. M. Mulvaney, Earl W. Eller, C. Fred Brown, City Manager R. T. Turnette, Corporation Counsel R. W. Wells, and Mayor C. E.

[illegible] previous meeting were read and approved.

[illegible] further business, the meeting was upon motion adjourned.

C E Morgan

Margaret Simmons
CITY CLERK

Thursday, May 20, 1948 - 4:00 P. M.

[illegible] regular session Thursday, May 20, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen I. Lyons Lee, Earl W. Eller, C. Fred Brown, [illegible], City Manager R. T. Turnette, Corporation Counsel R. W. Wells, and [illegible].

[illegible] previous meeting were read and approved.

[illegible] resolution [illegible] in the name of Old Haywood Road to Mimosa Drive was upon motion of [illegible], seconded by [illegible], unanimously adopted.

[illegible] complete copy of resolution will be found in Resolution Book #2 page 481.

Resolution authorizing Mayor to execute right-of-way to Carolina Power & Light Company of Councilman Lee, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 482.

[illegible] Trustees of Asheville-Biltmore College, [illegible] its annual appropriation for the college from $5,000 to $[illegible], to be expended and to allow the [illegible] Southern Association of Colleges.

C E Morgan

Margaret Simmons

The City Council met in regular session Thursday, May 27, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, Earl W. Eller, F. M. Mulvaney, Fred D. Cody, Jr., Walter I. Abernethy, I. Lyons Lee, City Manager R. T. Turnette, Corporation Counsel R. W. Wells, [illegible] Clerk.

[illegible] minutes of the previous meeting were read and approved.

[illegible] further business, the meeting was upon motion adjourned.

C E Morgan

Margaret Simmons
CITY CLERK

That, [illegible] let and lease unto said Lessee, and said Lessee doth hereby accept as Lessee of said Lessor, [illegible] and more particularly described as follows:

[illegible] tract of [illegible]

[illegible] shall [illegible] the [illegible] of [illegible] [illegible] [illegible]

[illegible] all the provisions of this lease or violates [illegible] agreed, to be done or performed, then the Lessor at its [illegible] re-enter and re-possess itself of the said premises,

[illegible], and the covenants herein contained are binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused these presents to be signed in its corporate name by its president and attested by its secretary and its corporate seal to be hereunto affixed, the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

BY _____
MAYOR

Margaret Simmons
CITY CLERK

APPALACHIAN COALS, INC.

BY _____
President

_____
SECRETARY

[illegible] property owners on Pine, Huntington and Tuskegee [illegible] said street be paved. This matter was referred to the Department of Public Works.

[illegible] Floyd S. Mcfissick, Rev. S. P. Manning and Mrs. Michael appeared before [illegible] requesting, in as much as Roberson has registered [illegible].

[illegible] ance or that it was and is the policy [illegible] regulations of the city [illegible] with [illegible] auditorium.

[illegible]

C E Morgan

Margaret Simmons

Thursday, June 10, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, June 10, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, F. M. Mulvaney, Walter I. Abernathy, L. Lyons Lee, Earl W. Eller, City Manager P. M. Burdette, Corporation Counsel R. W. Wells and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to execute leases to Dr. Pierce Roberts and Dr. N. K. Artress for space in the City Building was upon motion of Councilman Brown, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 485.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of June, 1948, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and Dr. Pierce Roberts, of Buncombe County, North Carolina hereinafter called Lessee;

WITNESSETH

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 418, containing 486.0' square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning June 1, 1948 and ending June 1, 1951.

3. The lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $40.50 each in advance on the first day of each month beginning on the first day of June, 1948 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become end be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in theperformance of any of the covenants and agreements contained in this lease on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

BY _____
MAYOR

ATTEST:

_____
CITY CLERK

_____(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this 10th day of June, 1948, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the Laws of the State of North Carolina, hereinafter called the Lessor, and Dr. V. K. ARTRESS, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follow:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 416, containing 462 square feet of floor space in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a Dentist's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning Jure 10, 1948 and ending June 10, 1951.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in one first installment in advance on June 10, 1948 in the amount of $26.95 for the period from June 10, 1948 through June 30, 1948 and payable thereafter in equal monthly installments of $38.50 each in advance on the first of each month and continuing for the period of this lease.

5. The Lessee shall not assign this Lease nor sub-let the premises or any part there of without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

12. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements contained in this lease on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or

take advantage of any involvency act, the Lessor may if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

BY_____
MAYOR

ATTEST:

_____
CITY CLERK

_____(SEAL)

[illegible]

Ordinance #321 - "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1948 AND ENDING MAY 31, 1949," was, upon motion of Councilman Eller, seconded by Councilman Abernathy, unanimously passed on its first reading with the following vote:

Councilman Abernathy voted "aye"	Councilman Lee voted "aye"
Councilman Mulvaney voted "aye"	Councilman Brown voted "aye"
Councilman Eller voted "aye"	Mayor Morgan voted "aye"

[illegible]

Mr. J. O. Angel, Chairman and members of the CityZoning and Planning Commission, presented the Council with a Zoning Ordinance and map and asked the Council to pass the ordinance without amendment.

Mr. George Franklin, Attorney for the North Carolina League of Municipalities, who has collaborated with the Commission explained the ordinance and map to the members of the Council.

Mayor Clarence E. Morgan commended Mr. Franklin and members of the Commission on the fine work done by them. Councilman Lyons Lee made a motion that this commendation be made a matter of record, this was seconded by Councilman Fred C. Brown and Councilman Walter Abernathy.

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 17, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, June 17, 1948 at 4:00 o'clock P. M. with Councilmen L. Lyons Lee, Earl W. Eller, Walter I. Abernathy, F. M. Mulvaney, City Manager P. M. Burdette, and Corporation Counsel R. W. Wells present.

[illegible]

City Manager, P. M. Burdette called to the attention of the Council that Mayor C. E. Morgan and Vice-Mayor Fred L. Seely were out of the City and stated that a Mayor Pro Tem should be elected to serve during their absence. It was moved by Councilman Eller, seconded by Councilman Mulvaney that L. Lyons Lee be named Mayor Pro Tem. This motion was unanimously adopted.

Resolution commending Zoning and Planning Commission for untiring efforts in connection with Zoning and Planning Ordinance was upon motion of Councilman Mulvaney, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 486.

WEST ASHEVILLE BRIDGE

Resolution authorizing Mayor to execute options for rights-of-way and subsequent conveyances under terms of said options to State Highway and Public Works Commission of North Carolina was upon motion of Councilman Abernathy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2, page 487.

[illegible] THE CITY [illegible]
[illegible] OF ASHEVILLE FOR THE FISCAL
YEAR BEGINNING JUNE 1, 1948 AND ENDING MAY 31, 1949

Ordinance #321 - "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1948 and ENDING MAY 31, 1949 was upon motion of Councilman Eller, seconded by Councilman Abernathy, unanimously passed on its second reading with the following vote:

Councilman Abernathy voted "aye" — Councilman Eller voted "aye"
Councilman Mulvaney voted "aye" — Councilman Lee voted "aye"

ORDINANCE #322 - ZONING ORDINANCE OF THE CITY OF ASHEVILLE

Ordinance #322, " ZONING ORDINANCE OF THE CITY OF ASHEVILLE was upon motion of Councilman Eller, seconded by Councilman Abernathy, unanimously passed on its first reading with the following vote:

Councilman Abernathy voted "aye" — Councilman Eller voted "aye"
Councilman Mulvaney voted "aye" — Councilman Lee voted "aye"

DELEGATION - USE OF AUDITORIUM

Hardy Scott, representing District 5 of the C. I. O. appeared with a delegation before the Council renewing his request for the non-segregated use of the Auditorium for the appearance of Paul Robeson.

TRYON GROVE STREET

Miss Mary Jane Moore, and Mr and Mrs. W. F. Keeler appeared before the Council requesting that the corner of Grove and Hilliard Street remain residential property. Mr. Anthony Redmon, Secretary of the Planning Commission and Mr. George Franklin, General Counsel of the N. C. League of Municipalities, present at the meeting, granted this request.

SAM K. HUNT & H. R. CORY - ASHEVILLE HOSPITALS

Mr. Sam K. Hunt and Mr. H. R. Cory appeared on behalf of Asheville Hospitals requesting that the Council authorize a flat-rate for indigent patients sent to the hospitals by the City. Councilmen Lee assured Mr. Hunt that the Council would give the matter serious consideration when making up the budget.

There being no further business, the meeting was upon motion adjourned.

MAYOR PRO TEM

CITY CLERK

Thursday, June 24, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, June 24, 1948 at 4:00 o'clock P. M. with Vice-Mayor Fred L. Seely, Jr. presiding. Present: Councilmen Walter I. Abernethy, F. M. Mulvaney, Earl W. Eller, L. Lyons Lee, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Vice-Mayor Fred L. Seely, Jr.

The minutes of the previous meeting were read and approved.

[illegible] AN ORDINANCE LEVYING, IMPOSING, AND DEFINING
[illegible] OF ASHEVILLE FOR THE FISCAL
[illegible], 1948 - THIRD READING

Ordinance #321 - "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1948 AND ENDING MAY 31, 1949", was upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Lee voted "aye"
Councilman Mulvaney voted "aye" — Councilman Brown voted "aye"
Councilman Eller voted "aye" — Vice-Mayor Seely voted "aye"

ORDINANCE NO. 321

AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1948 AND ENDING MAY 31, 1949

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1.

That to raise funds for general municipal purposes, the following license taxes hereinafter specified are hereby levied for the privilege of carrying on the business, trades, professions, callings, occupations, or doing the act named, or selling or offering for sale any of the articles enumerated herein, within the corporate limits of the City of Asheville, from the first day of June, 1948, to the thirty-first day of May, 1949, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay any license tax required by this ordinance by September 1, 1948, 2% per month of the amount of such license shall be added to the tax required, and no license shall be granted until the license tax, plus the two (2%) per centum per month thereof, has been paid. The addition of the two (2%) per centum per month on the amount of said license tax shall not exempt the delinquent from the penalties herein prescribed in case of delinquency. The payment of any particular tax herein imposed shall not relieve the party paying same from liability for any other tax specifically imposed for any other business conducted by such person.

Section 2.

That all persons, before engaging in any business, trade, profession, calling, occupation, or doing any act on which a license tax is imposed by this ordinance, shall, except as hereinafter provided, apply for and procure in advance, from the Director of Finance or someone designated by him, for license, and upon the payment of the license tax herein imposed a license shall be issued to said applicant. Such license must be posted conspicuously in the place of business licensed, and if the licenses has no regular place of business, the license must be kept where it may be inspected at all times by the proper city officials. No license shall be transferable or assignable except by consent of the City Manager.

Section 3.

(a) That any person, firm, or corporation, desiring to engage in any business, trade, or vocation, or do anything hereinafter mentioned in this paragraph, may be required to appear in person before the Director of Finance for a license, stating the place at which it is proposed to conduct the business, the name of the owner of the business, or, if the owner be a firm, the names of all members of such firm, or, if the owner be a corporation, the names of the officers, including the manager. And the Director of Finance shall also have the right to require the owner, proprietor, manager, or other person interested in or connected with such business, to give evidence, upon oath, touching the manner in which such business has been or is to be conducted, as well as any other facts which the Director of Finance may deem necessary. This section shall apply to the following:

1. Keepers of Billiard, Pocket Billiard, or Bagatelle Tables.
2. Bowling Alleys, or Alleys of like kind.
3. Shooting Galleries.
4. Cane Boards, Jingle Boards, or Knife Racks.
5. Penny Arcades.
6. Merry-Go-Rounds, Ferris Wheels, Switchbacks, or Roller Coasters.
7. Any kind of Table, Stand, Place, or Game, kept in a house or room used or connected with a hotel or restaurant.
8. Carnivals, Theatres, Motion Picture Shows, Vaudeville Shows, Dance Halls, Roof Gardens, or Menageries.
9. Phrenologists.
10. Lunch Counters or Restaurants.
11. Hotels, Lodging Houses, or Boarding Houses.
12. Soft Drinks.
13. Junk Dealers.
14. Pressing Clubs.
15. Pawnbrokers.
16. Second-hand Dealers.
17. Gasoline or Oil Filling Pipes, Service Tanks, or Pumps.

(b) A license may be refused for any business enumerated in the preceding sub-section unless the City Manager shall be satisfied that the applicant, or the proposed manager, is a person of good moral character, and fit and proper person to conduct such business, and unless he shall also be satisfied that the place proposed is a suitable place for the conduct of such business.

(c) That billiard rooms, pool rooms, bowling alleys, bagatelle tables, or rooms where games or tables of like kind are operated, and also restaurants, cafes, lunch counters, or places where soft drinks are sold, be kept clear of screens or sight obstructions of any kind.

Section 4.

That before license shall be issued for any of the following businesses, the applicant shall execute a satisfactory bond, payable to the City, in the amount hereinafter named, conditioned for the faithful observance by such licensee, his or its servants, agents, or employees, of all laws and ordinances now in force or hereinafter enacted, relating to such business, and further conditioned to save the City harmless from damage arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City Manager may determine:

1. Pawnbrokers - $1,000.00
2. Junk Dealers - 1,000.00
3. Electrical Contractors - 1,000.00
4. Electric Sign Contractors and Hangers - - - - - - - - - - - - - - - - 500.00
5. Plumbing Contractors - 1,000.00
6. Sidewalk or Paving Contractors doing any work on sidewalks or streets costing not over $300.00 - - - - - - - - - - - - - - - - - - 100.00

Doing such work costing over $300.00 -$1,000.00
7. House Movers - - - - - - - - - - - - - - - - - - -

AMUSEMENT DEVICES (SEPARATE FROM A CARNIVAL)

See "Riding Devices".

AMUSEMENT PARKS.

Every person, firm, or corporation, engaged in the business of operating a park open to the public as a place of amusement, in which there may be either a bowling alley, trained animal show, penny or nickel machine for exhibiting pictures, moving picture show, theatrical performance, or similar entertainment, shall pay for the privilege of conducting such amusement park, a license tax as follows:

Municipal license for two (2) months or less	$200.00
Municipal license for four (4) months	400.00
Municipal license for eight (8) months	600.00
Municipal license for twelve (12) months	800.00

PROVIDED, the payment of the tax shall not authorize the operation of a carnival, circus, or show of any kind that moves from place to place.

ANTIQUE FURNITURE--DEALERS IN.

Per annum	$25.00
Itinerant, per annum	100.00

ANTIQUE SHOPS.

Any person, firm or corporation, selling or distributing what is commonly termed antiques, shall pay a license tax of, per annum - - - - - $25.00

ARCADES, PENNY PARLORS, PEEP SHOWS.

Each, per annum - - - - - $200.00

NOT PRORATED.

ARCHITECTS.

Exempt by State Statutes.

ART GOODS, MANUFACTURERS OR DEALERS IN.

Residential retail dealers	$10.00
Itinerant	100.00

ASPHALT OR ASPHALT SUPPLIES.

Dealers, sellers, or distributors in, each, per annum - - - - - $50.00

PROVIDED, when building material tax is paid, no additional tax shall be collected under this section.

ATHLETIC SUPPLIES AND SPORTING GOODS.

Every person, firm, or corporation, selling or distributing athletic supplies or sporting goods, shall pay a license tax of, per annum - - - - - $25.00

PROVIDED, every person, firm or corporation selling athletic supplies and sporting goods, where the gross sales are less than $3,000 annually, shall pay a license tax of, per annum - - - - - $10.00

ATTORNEYS.

Exempt by State Statutes.

AUCTIONEERS.

(a) Every person, firm or corporation, that conducts auction sales of anything other than real estate, shall pay an annual tax of, as follows:

Residents, each, per year	$10.00
Itinerants, each per day	5.00
Itinerants, each per week	10.00

(b) Every person, firm, or corporation, that conducts auction sales of real estate for profit, shall pay a license tax of:

Residents, each per sale	$12.50
Residents, each per year	25.00
Itinerants, each per day	25.00

NOT PRORATED.

AUTOMOBILE, MOTORCYCLE AND MOTOR VEHICLE, DEALERS; AND SERVICE STATIONS:

(a) Automobile Service Stations: Every person, firm, or corporation, engaged in the business of servicing, storing, painting, or upholstering of motor vehicles, trailers, or semi-trailers, or engaged in the business of retailing, selling, and/or delivering of any tires, tools, batteries, electrical equipment, automotive accessories or supplies, including radios designed for exclusive use in automobiles, motor fuel and/or lubricants, or any such commodities, shall pay for each location where such business is carried on, a license tax of, per annum - - - - - $12.50

(b) Automobile Service Stations, on Sidewalks or Streets: Every person, firm, or corporation, engaged in the business of operating any gasoline or oil pump located on any street or sidewalk, whether such pump is regularly used for the sale of gasoline, or oil, or not, shall pay therefor an annual license tax of, per annum, per pump - - - - - $50.00

PROVIDED, all such tanks must be installed under the direct supervision and according to the instructions of the Director of Public Works. A permit to install same must be obtained from the City Manager. The Council reserves the right, however, to prohibit the installation of such tanks on public property within the congested district of said municipality. This tax is for the right to use the sidewalk and is in addition to taxes levied by this ordinance on Automotive Service Stations.

(c) Automobile Equipment and Supply Dealers at Wholesale: Every person, firm, or corporation, engaged in the business of buying, selling, distributing, exchanging, and/or delivering automobile accessories, parts, tires, tools, batteries, and for other automobile equipment and for other supplies, or any of such commodities at wholesale, shall pay for each location where such business is carried on a license tax for every place of business, of per annum - - - - - $62.50

PROVIDED, where the wholesale tax is paid the retail tax is not collectible on sub-section (c).

PROVIDED, any person, firm, or corporation, engaged in the business enumerated in this section, and having no located place of business, but selling to retail dealers by use of some form of vehicle, shall pay for such license, on each vehicle carrying on such business, a tax of, per annum - - - - $25.00

(d) Body or Top Builders: Every person, engaged in the business of building bodies or tops for automobiles, busses, or trucks, including necessary curtains, shall pay therefor a license tax of, per annum - - - - - $12.50

(e) Curtain Manufacturers: Every person, engaged in the business of manufacture of curtains for automobiles, busses, or trucks, and not building bodies or tops for such automobiles, busses, or trucks, shall pay therefor a license tax of, per annum - - - - - $12.50

(f) Motorcycle Dealers: Every person engaged in the business of buying, selling, distributing, and/or exchanging motorcycles or motorcycle supplies, or any such commodities, shall pay therefor a license tax of, per annum - - - - - $10.00

(g) Motor Vehicle Dealers: Every person engaged in the business of buying, selling, distributing, servicing, storing, and/or exchanging motor vehicles, trailers, semi-trailers, tires, tools, batteries, electrical equipment, lubricants, and/or automotive equipment and supplies, shall pay for each location at which such business is carried on, a license tax of, per annum - - - - - $50.00

PROVIDED, that persons, firms, or corporations, dealing in second-hand or used motor vehicles exclusively, shall be liable for - - - - - $50.00

(h) Automobile Equipment, Used Parts: Every person, firm, or corporation, buying and selling second-hand, used parts for automobiles, or repqiring automobiles, shall pay a license tax for each business of, per annum - - - - - $12.50

CITY AUTOMOBILE AND TRUCK TAGS.

Every person, firm or corporation, resident of the City of Asheville owning or operating a motor vehicle within the Corporate Limits, shall, on the first day of January of each year, purchase from the City Tax Collector, a registration tag, or sticker, to be numbered consecutively, and as tag or sticker is issued an alphabetical and numerical record is to be kept of same. This tag or sticker is to be prominently displayed on each motor vehicle and the purchase price of same is to be One Dollar ($1.00). Upon satisfactory proof that said tag or sticker has been lost, stolen, or destroyed, a duplicate shall be issued and a fee of twenty-five cents (25¢) charged.

AWNINGS AND TENTS.

Every person, firm or corporation, operating any business of manufacturing, selling, and installing or erecting tents or awnings, shall pay a license tax of:

Per annum	$50.00
Itinerants, each	100.00

NOT PRORATED.

PROVIDED, that where stores sell ready-made standard size window awnings, only, not more than 48 inches in width, shall pay a license tax of, per annum - - - - - $15.00

PROVIDED, that persons engaged only in the business of installing or erecting awnings or tents, shall pay a license tax of, per annum - - - - - $15.00

"B"

BAKERY PRODUCTS, CAKES, CRACKERS, AND DOUGHNUTS.

(a) Every person, firm, or corporation, operating a bakery or preparing or manufacturing bread, cakes, crackers, or doughnuts, shall, if selling at retail, pay a license tax of, per annum - $25.00

(b) Selling bakery products, including bread, crackers, or cakes, and doughnuts, at wholesale, per annum - - - - - $125.00

(c) Every person, firm, or corporation, selling and delivering bakery products, including bread, cakes, crackers, or doughnuts, shall pay for the privilege of delivering such products within the City, a license tax of, per annum - - - - - $125.00

PROVIDED, that this tax shall not apply to merchants selling bakery products, bread, cakes, crackers, or doughnuts, in connection with a regular merchandising business; and, provided, further, that it shall be unlawful for any person, firm, or corporation, selling or delivering bakery products after

the passage of this ordinance to sell or deliver any such products from a vehicle unless such vehicle shall have plainly and visibly painted on it the name of the person, firm, or corporation, operating same, together with the name of the city where such bakery products are manufactured and to also procure from the Health Officer a "Bakery Delivery Permit", the number of which permit must be on such vehicle.

Doughnuts, machines - - -

BOATS AND BOAT SUPPLIES.

Every person, firm or corporation selling boats and/or boat supplies, and/pr equipment for boats, shall pay a license tax of, per annum - - -

ditioned as the said Council may determine, which bond must be approved by the Solicitor of the Police Court; provided, every pawnbroker shall make a daily report to the Chief of Police, such report to give an accurate record of each individual article received or deposited as surety, showing name and address of owner, description of article, sufficient for identification, amount advanced for loan; such report to be made in a clear legible hand or on a typewriter.

Any person, firm or corporation, transacting the business of pawnbroker without a license, as provided in this section, or violating any of the provisions of this section, shall be guilty of a misdemeanor, and fined not less than fifty ($50.00) dollars.

BROKERS, STOCK.

Every dealer in stocks, bonds, or other securities, whether engaged in buying or selling on commission, or buying outright, shall pay a license tax of, per annum -$50.00

BUILDING & LOAN ASSOCIATIONS.

Exempt from taxation by Section 138.

BUILDING MATERIAL.

(a) Every person, firm, or corporation, engaged as a dealer in lumber and/or other building materials, glass and paints excepted, shall pay a license tax per annum of - - - - - - - - - - - - - - - -$50.00

PROVIDED, where paints and glass are handled with building materials the license shall be -$75.00

(b) Building Material Brokers: Every person, firm or corporation, engaged in the brokerage of building materials, shall pay a license tax of, per annum -$50.00

(c) Every person, firm, or corporation, hauling or delivering lumber or building material in the City of Ashevills, not having paid the tax in sub-section (a) and (b), shall pay the following tax:

On each one-ton truck or less -$25.00
On each truck over one ton - 50.00
On each two-horse wagon - 20.00
On each one-horse wagon - 10.00

(d) Every person, firm or corporation selling or delivering second-hand building material within the City of Asheville shall pay a license tax of, per annum -$25.00

BUTCHER SUPPLIES.

Dealers in butcher supplies shall pay a license tax of, each, per annum - - - - - - - - - - -$50.00

BUYING AND SHIPPING OF TELEPHONE POLES, CROSSTIES, LOGS, TAN-BARK, ACID WOOD, OR SIMILAR ARTICLES--OFFICE ONLY.

Each, per annum -$25.00

"C"

CABINET OR FURNITURE REPAIR SHOPS.

See "Repair Shops".

CAKES AND CRACKERS.

See "Bakery Products".

CAMERAS AND KODAKS.

Every person, firm or corporation, selling or renting cameras or kodaks, per annum - - - $5.00

CANDY MANUFACTURING OR CANDY KITCHENS.

Every person, firm, or corporation manufacturing candy or other confectioneries, employing three persons or less, shall pay per annum -$25.00

Where employing more than three persons, per annum - $50.00

CANDY.

At wholesale, where twenty (20%) per cent of the business done is the selling of candy, per annum -$75.00

At wholesale, where less than twenty (20%) per cent of the business done is the selling of candy, per annum - $10.00

Every person, firm, or corporation selling candy at retail, where gross sales are less than $500.00 per annum, shall pay a license tax of, per annum - $2.50

Every person, firm, or corporation selling candy at retail, where gross sales are more than $500.00 per annum, shall pay a license tax of, per annum - $5.00

On each truck or passenger car delivering candy or chewing gum or peanut products or other confectioneries, or tobacco products, for concerns which have not paid the wholesale tax herein levied, per annum (NOT PRORATED) - $25.00

CANES, LOADED.

See "Bowie Knives".

CANE RACKS.

Racks for canes or knives, each, per day -$15.00

CANVASSERS.

Every person, firm, or corporation engaged in the business of canvassing, per annum - - - - -$5.00

NOT PRORATED.

A canvasser shall mean anyone who solicits orders for business, or calls from house to house anywhere within the corporate limits of the City of Asheville.

CAP PISTOLS.

See "Fire Works".

CARBIDE MANUFACTURERS OR DISTRIBUTORS.

Every person, firm, or corporation, engaged in the business of manufacturing or selling or distributing carbide, per annum - - - - - - - - - - - - - - - - - - -

All exhibitions or entertainments given for the sole benefit of religious, charitable or educational objects, shall be exempt from taxation.

Provided, that when operas, chautauquas, star courses, or theatrical troups, are employed, such as usually appear in licensed halls, then the tax shall be the same as that imposed on traveling theatrical companies performing in unlicensed halls.

Provided, further, that no tax shall be charged for any exhibition or entertainment for the sole benefit of religious, charitable or educational objects, and given in halls used at the time exclusively for such objects, nor for exhibitions given at city parks when no charges for admission are made.

CHAIN AND BRANCH STORES.

Every person, firm, or corporation, engaged in the business of operating or maintaining, under the same general management, supervision, or ownership, two or more stores or mercantile establishments in the State, where goods, wares and/or merchandise are sold, or offered for sale at retail, or wholesale, shall be deemed a branch or chain store operator. On each and every such store operated, a license tax shall be paid of, per annum - - -

(a) WHOLESALE: Every person, firm, or corporation, either as agent or principal, engaged in and conducting the business of selling coal or coke in carload lots, or in greater quantities, shall be deemed a wholesale dealer, and shall pay a license tax of, per annum - $75.00

PROVIDED, that if such wholesale dealer shall also sell coal or coke, in less than carload lots, he shall not be subject to the retailers' license tax provided in sub-section (b) hereof.

(b) RETAIL: Every person, firm or corporation, either as agent or principal, engaged in and conducting the business of selling or delivering coal or coke at retail within the corporate limits of the City of Asheville, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

However, if restaurant service is given, a tax shall be paid as herein provided for restaurants.

DELIVERY AGENCIES.

Parcel or delivery companies shall pay a license tax, where automobiles or trucks are used of, per annum - - -

company, as defined in the 1945 Revenue Act, shall pay for the privilege of doing such business within the municipal limits, a license tax of, per annum - - -

This tax shall not apply to farmers selling or offering for sale fresh fruits, vegetables, or farm products grown by seller.

The annual city license tax must be applied for and secured in advance before offering any of the above products for sale in the City of Asheville. This license cannot be prorated.

FUEL OIL.

Every person, firm, or corporation, engaged in the business of selling fuel oil at wholesale or retail, shall pay a license tax of, per annum - - -

See "Organs, Pianos, and Phonographs".

GRAVEL.

See "Building Materials".

GROCERIES.

Wholesale, per annum - - -

PROVIDED, that where the manufacturing plant is outside of the City but the business is selling and delivering within the City, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - $150.00

NOT PRORATED.

IMPLEMENTS.

See "Agricultural Implements and Machinery".

INSURANCE AGENTS.

Exempt by State Statutes.

INSURANCE FIRE COMPANIES.

Exempt by State Statutes.

INSURANCE FIRE ADJUSTERS.

Exempt by State Statutes.

INSURANCE--FRATERNAL ORDERS.

Exempt by State Statutes.

INSURANCE--TITLE.

See "Title Insurance".

INTERIOR DECORATING AND WALL-PAPER HANGING.

Every person, firm or corporation engaged in the business of paper-hanging, or engaged in the business of interior decorating, shall pay a license tax as follows:

Wall-paper hanging, per annum -$10.00
Interior decorating, per annum - 10.00
Interior decorating does not include painting or wall-paper hanging.

"J"

JEWELRY.

Every person, firm or corporation operating a jewelry store, or shop, for selling plated and silverware, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

out vehicles, or run a hitch and feed stable, a license tax shall be paid of, per annum - - - - - - - - - -$10.00

LOAN AGENTS OR BROKERS.

Every person, firm or corporation engaged in the regular business of making loans or lending money, and accepting liens on, or contracts of assignment of, salaries or wages or any part thereof, or other security or evidence of debt for repayment of such loans in installment payments or otherwise, maintaining in connection with same any office or other located or established place for the conduct, negotiation, or transaction of such business, and or advertising or soliciting such business in any manner whatsoever, shall be deemed a loan agency, and shall pay a license tax of, per annum - - - - - - - - -

annum - - -

OFFICE EQUIPMENT.

Every person, firm or corporation engaged in the business of selling office equipment or supplies, shall pay a license tax of, per annum - - -

PET SHOPS.

Every person, firm or corporation operating a shop usually known as a "pet shop", or place of business where pets such as dogs, monkeys, cats, birds, fish, white mice, and/or other pets by whatsoever name called, are sold, shall pay a license tax of, per annum - $25.00

PHONOGRAPHS.

See "Organs".

PHOTOGRAPHERS.

Exempt by State Statutes.

PHOTOSTAT DEALERS.

Every person, firm or corporation making photostatic reproductions or engaged in the business of making photostatic copies for sale, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - $25.00

PHRENOLOGISTS.

PROHIBITED.

PHYSICIANS.

Exempt by State Statutes.

PIANO OR ORGAN REPAIRERS OR TUNERS.

See "Organ Repairers or Tuners".

PICTURE MACHINES--ADVERTISING BY USE OF.

See "Advertising by Use of Picture Machines".

PICTURES, MOVING.

See "Moving Pictures".

PICTURES, TRAVELING, MOVING, TRAVELING THEATRICAL, VAUDEVILLE, OR TRAVELING MINSTREL SHOWS.

Every person, firm or corporation, engaged in the business of a traveling theatrical, traveling moving picture, and/or traveling vaudeville company, giving exhibitions or performances in any hall, tent, or other place not duly licensed as a theatre, moving picture or vaudeville house, for the privilege of engaging in such business shall pay a license tax of $25.00 for each day or part of a day's exhibits or performances.

PROVIDED, that:

(a) Artists, exhibiting paintings or statuary work of their own hands, shall only pay - $2.00

(b) Such places of amusement that do not charge more than a total of fifty cents (50¢) for admission at the door, including reserved seat, and shall perform or exhibit continuously in any given place as much as one week, shall be required to pay $25.00 per week or part of week.

PROVIDED, however, where such amusement company holds an annual state-wide license, as provided under Section 103 of the 1945 Revenue Act, such company shall pay $10.00 per week, or part of week, provided such places of amusement do not charge more than a total of 50¢ (fifty cents) for admission at the door as provided for in sub-section B of this section.

(c) The owner of the hall, tent or other place where such amusements are exhibited or performance held shall be liable for the tax.

Application for permit to exhibit must be made in the same manner as herein required of a circus, and no performance shall be given unless permit is granted.

PIPE OR CEMENT BLOCKS.

See "Cement Blocks".

PISTOLS.

Every person, firm or corporation who is engaged in the business of keeping in stock, selling, and/or offering for sale any of the articles or commodities hereinafter enumerated, shall pay the following tax, per annum:

(a) For pistols - $50.00
(b) For bowie knives, dirks, daggers, sling-shots, loaded canes, iron or metallic knuckes, or articles of like kind - 200.00
(c) Blank cartridge pistols - 200.00

PROVIDED, however, that if such person, firm or corporation deals only in metallic cartridges, the tax shall be, per annum - $5.00

PLANTS, BULBS AND EVERGREENS.

See "Seeds and Plants".

PLUMBING CONTRACTORS.

See "Contractors".

PLUMBING SUPPLIES.

Every person, firm or corporation selling plumbing supplies, shall pay a license tax of, per annum (wholesale) - $100.00

PROVIDED, every person, firm or corporation selling plumbing supplies at retail, shall pay a license tax of, per annum - 50.00

PROVIDED, however, where the above license is paid, then the contractor's license shall not be required.

POLES, CROSS-TIES, OR SIMILAR ARTICLES.

See "Buying and Shipping Of".

PONY AND DOG SHOWS.

See "Circuses".

POOL ROOMS.

See "Billiards".

POULTRY--EGGS.

Every person, firm or corporation buying or selling poultry or eggs, at wholesale, shall pay a license tax of, per annum - $20.00

Where poultry and eggs are sold, at wholesale - 30.00

POWER, GAS AND ELECTRIC LIGHT COMPANIES.

See "Electric Light Companies".

PRESSING CLUBS, DRY CLEANING PLANTS, AND HAT BLOCKERS.

Every person, firm or corporation engaged in the business of pressing and/or dry cleaning any article of clothing, re-shaping, cleaning and/or reblocking any hats, shall pay a license tax of, per annum, as follows:

(a) Where not more than three persons are employed - $10.00
(b) Where more than three persons and not more than six persons are employed - - - - - - - - - - - 25.00
(c) Where more than six persons are employed - 40.00

Every person, firm or corporation operating what is commonly called a cash and carry office, receiving laundry and/or cleaning and pressing shall pay a tax of, per annum - - - - - - - - - - - - - - - - - $10.00

PRINTED ADVERTISEMENTS, SIGN TACKING, ETC.

See "Advertising--Distributors of Samples".

PRINTING AGENTS.

See "Agents, not Specifically Taxed".

PRINTING ESTABLISHMENTS.

Every person, firm or corporation operating a printing press, whether part time or not, or whether employing a helper or not, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - - $10.00

Without bindery, employing one workman, per annum - 10.00
Without bindery, employing two workmen, per annum - 15.00
Without bindery, employing more than two workmen, per annum - 25.00
With bindery, per annum - 30.00

PRODUCE AND FRUITS.

See "Fruits and Produce".

PROFESSIONAL ART--HEALING.

Exempt by State Statutes.

PROFESSIONAL LECTURERS.

See "Lectures".

PUBLIC ANNOUNCEMENT OF ADVERTISEMENTS BY USE OF BRASS BANDS, ETC.

See "Advertising".

PUBLIC SERVICE AUTOMOBILES.

See "Motor Vehicles for Hire".

PUBLIC STENOGRAPHERS.

Every person, firm or corporation engaged in public stenographic work, shall pay a license tax, for each person so engaged, of per annum - $2.50

"Q"

QUARRY ROCK.

(a) On each rock quarry, a license tax shall be paid of, per annum - - - - - - - - - - - - - $50.00

(b) Every person, firm or corporation, selling, hauling or delivering rock quarry products in the City of Asheville, not having paid the tax under sub-section (a), and not having a quarry within the City of Asheville, shall pay the following tax:

On each truck of two-ton capacity or less, per annum - $25.00
On each truck of more than two-ton capacity, per annum - - - - - - - - - - - - - - - - - - - 50.00

QUEENSWARE AND CHINA.

See "China and Queensware".

"R"

RACKS FOR KNIVES OR CANES.

See "Cane Racks".

RADIO INSTRUMENTS OR RADIO INSTRUMENT ACCESSORIES.

See "Organs", etc.

REAL ESTATE AUCTIONEERS.

See "Auctioneers".

RELIGIOUS ENTERTAINMENTS.

See "Charitable Entertainments".

REPAIR SHOPS.

Any repair shop operating in the City of Asheville, by whatsoever name called, not elsewhere specifically licensed or taxed in this ordinance, shall pay an annual license tax as follows:

Working one workman - - - - - - - - - - - - - - - - - - -

PROVIDED, however, where furniture store license has been paid the above license taxes shall not apply.

NOT PRORATED.

SHOE OR LEATHER MANUFACTURERS OR REPAIRS.

See "Harness Manufacturers".

SHOE SHINE PARLORS.

See "Bootblack Stands".

SHOE WARRANTY.

Every person, firm or corporation selling shoes at retail, shall pay the following graduated license tax based on the annual gross receipts:

Less than $2,000 annually	
2,000 and less than 5,000	$ 5.00
5,000 and less than 10,000	10.00
10,000 and less than 15,000	15.00
15,000 and less than 25,000	20.00
25,000 and less than 35,000	25.00
35,000 and less than 50,000	30.00
50,000 and less than 75,000	40.00
75,000 and over	50.00
	75.00

SIDEWALKS, GRADING, PAVING, SEWERS, OR STORM SEWERS.

See "Contractors".

SIGN PAINTING.

On any sign painting contractor not employing any workmen, each, per annum	$10.00
On any sign painting contractors employing two workmen or less	15.00
Two or four workmen	20.00
Four to six workmen	25.00
Six or more workmen	30.00
Itinerent sign painters, per annum	100.00

SIGN PAINTING, PRINTED ADVERTISEMENTS, ETC.

See "Advertising".

SILVER PLATING.

Every person, firm or corporation engaged in the business of silver plating, shall pay a license tax of, per annum - - -

It shall be unlawful for any person, firm or corporation to install ranges, stoves, gas or other water heaters where the same is connected with the water system of the City of Asheville, unless such installation is made by a licensed plumber under the provisions of the plumbing ordinance.

SUGAR.

See "Tea, Coffee and Sugar".

SUPPLIES FOR TYPEWRITER MACHINES.

Agents or dealers in supplies for typewriter machines, shall pay a license tax of, per annum - $25.00

SURGEONS--VETERINARY.

Exempt by State Statutes.

SWITCHBACK, RAILROADS OR ROLLER COASTERS.

See "Riding Devices".

SYRUP, TABLE.

Every person, firm or corporation manufacturing table syrup, shall pay a license tax of, per annum:

Where employing one person - - -

Every person, firm or corporation engaged in the business of conducting a travel or transportation bureau or agency, shall pay an annual license tax of - - -

I move the adoption of the foregoing ordinance, this the 10 day of June, 1948.

E. W. Eller
COUNCILMAN

SECONDED BY:

Walter I. Abernethy
COUNCILMAN

Read, approved, and adopted by the Council on first reading, 10 day of June, 1948, with all members of the Council present voting "aye"; read, approved and adopted by the Council on second reading, 17 day of June, 1948, with all members of the Council present voting "aye", and upon its third reading approved and adopted on the 24 day of June, 1948, with all members of the Council present voting "aye". This ordinance shall become effective 9 day of July, 1948.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

Ordinance #322, "ZONING ORDINANCE OF THE CITY OF ASHEVILLE" was upon motion of Councilman [illegible], seconded by Councilman Abernethy, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Eller voted "aye"
Councilman Lee voted "aye"
Councilman Brown voted "aye"
Vice-Mayor Seely voted "aye"

Three delegations appeared before the Council objecting to certain provisions of the Zoning Ordinance. Mr. Brandon Hodges indicated that he felt the commission had either released too much of Merrimon Avenue for a trading area or else had not released enough, and that it would be futile to try to re-establish it for residential purposes. Mr. R. R. Williams and Mr. J. C. Cheesborough, representing two property owners on Grove Street, requested that the lot adjoining a lot on Patton Avenue and the other adjoining a lot on Ashland Avenue be designated as business property or that the entire street be designated as business property. Mr. W. F. Shuford requested that the portion of Haywood Road from Oakwood Road to Balsam Avenue and a portion from Balsam Avenue to Johnson Boulevard be designated as business property.

Mrs. W. F. Keeler and Miss Mary Jane Moore again requested that Grove Street remain residential property.

Councilman Lee moved that the Council request the Planning and Zoning Commission to have a further hearing on the three matters in controversy with the interested parties and report back to the Council with recommendations. This motion was seconded by Councilman Brown and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

Vice-Mayor

Margaret Simmons
CITY CLERK

Thursday, July 1, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, July 1, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, L. Lyons Lee, F. M. Mulvaney, Walter I. Abernethy, Earl W. Eller, Fred L. Seely, Jr., City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Z

City Manager P. M. Burdette presented to the Council the report of the Zoning and Planning Commission which was requested by the Council at its meeting of June 24, 1948.

June 30th, 1948

Mr. P. M. Burdette, Manager
City of Asheville
Asheville, North Carolina.

Dear Mr. Burdette:

I am enclosing herewith a transcript of minutes of a called meeting of the City Planning and Zoning Commission which was held on Monday, June

28th, at 4:00 P. M., pursuant to a motion of the City Council passed at its meeting of June 24th.

The City Planning and Zoning Commission recommends to the City Council that the action taken by the City Planning and Zoning Commission at said meeting be incorporated into the zoning ordinance now before the City Council and that the same be made a part thereof.

Yours very truly,

Anthony Redmond
Secretary, City Planning
and Zoning Commission

AR:MM
(Enc.)

Meeting of June 28, 1948
4:00 P. M.
Council Chamber - City Hall

PRESENT: All Members

This meeting was called at the request of the City Council in an effort to effect a compromise with certain parties concerned about our zoning of Grove Street, Haywood Road and Merrimon Avenue.

Mr. Angel called the meeting to order and the following is a record of the persons appearing before the Commission and their requests:

Mr. R. R. Williams - Attorney for Smoky Mountain Railways.
Request - Grove Street be made a part of the business district. His client owns property on Grove Street and Ashland Avenue and plans to erect a $75,000 building with offices on Grove and garage on Ashland. He bought this property in 1941, 1945 and 1946. Mr. Williams maintains that the growth of the city will be hindered and property values on Grove be destroyed unless we put this street in the business district.

Mr. Cheesborough - Attorney for Pritchard Paint and Glass Co.
Request - That Grove Street be put in the business district. His client owns property on Patton Avenue and Grove Street and plans to build a retail store on Patton and a warehouse on Grove. He maintains that it will be impossible for his client to use this property unless we allow him the use of the property on Grove Street.

Mr. Stanford Brown - Attorney for Mrs. Leath, owner of the Leath House
Request - That Grove Street be left in the residential section as the Commission has zoned it. His client runs a large boarding house and he contends that her business would be ruined and her property valueless.

Mr. Sale and Mr. Narvel Crawford - Attorneys for 13 property owners on Grove Street.
Request - That we leave Grove Street in the residential section as the property owners desire that it should be residential.

Mrs. Leslie - Requested that Grove Street be left residential as her son who was a German prisoner has invested all his savings into an apartment building on Grove and his investment would be lost if it were put into the business district.

Miss Mary Jane Moore - Request that Grove Street be left residential.

Miss Robinson - Request that Grove Street be left residential.

Mr. Jack Shuford - Representing the Shuford family
Request - That the business district on Haywood Road be extended to run from Balsam Avenue to Johnson Boulevard. He contends that this is mostly business now and is unfit for residential purposes.

Mr. Garland Austin - Appeared to ask questions concerning the difference between neighborhood shopping areas and the business district. He was particularly concerned with Merrimon Avenue.

After careful study and much discussion the Commission took the following action:

Mr. Dickson moved that the south boundary of the business district along Patton Avenue between Ashland and Clingman Avenues be 250 feet from the property line fronting on Patton Avenue. Motion seconded by Mr. Dantoft and unanimously passed.

Mr. Atkinson moved that all of Merrimon Avenue from end of business district out to Ottari Road be included in the neighborhood trading area. Motion seconded by Mr. Redmond and unanimously passed.

Mr. Dickson moved that Neighborhood Trading on Haywood Road at Johnston Boulevard and Ormond Avenue be extended along both sides of Haywood Road to and including intersection of Balsam Avenue. Motion seconded by Mr. Roberts and unanimously passed.

Mr. Coleman moved that the fire zone be extended to include all business and neighborhood trading areas that will be established by the Commission. Motion seconded by Mr. Redmond and unanimously passed.

Upon motion the meeting adjourned at 6:45 P. M.

Anthony Redmond
Secretary

[illegible]

Mr. R. R. Williams, Jr., attorney for Joel Wright, appeared before the Council to protest against the recommendation which would place a lot on Grove Street, said to have been purchased for the erection of an office building in connection with a bus garage, in the residential section. Mr. Williams requested that the east side of Grove Street be designated as business property.

Mr. Fred I. Sale and Mr. Marvel Crawford, representing property owners on Grove Street, appeared before the Council requesting that Grove Street remain residential property. Several property owners on Grove Street appeared to substantiate this request.

Mayor Morgan expressed the thanks of the Council to the Planning and Zoning Commission for a fine and conscientious piece of work.

Councilman Lee moved that Ordinance #322, "ZONING ORDINANCE OF THE CITY OF ASHEVILLE", with the corrections of the Zoning and Planning Commission, as shown on the map attached to said ordinance, be placed on its third and final reading. This motion was seconded by Councilman Eller and unanimously adopted. Thereupon, Ordinance #322 was unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Eller voted "aye"
Councilman Mulvaney voted "aye" — Councilman Lee voted "aye"
Councilman Seely voted "aye" — Councilman Brown voted "aye"
Mayor Morgan voted "aye"

ORDINANCE #322

AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE

WHEREAS, in order to promote the health, safety, morals and general welfare of the inhabitants of the City of Asheville, North Carolina; to facilitate the adequate provision of transportation, sewerage, water, schools, parks, and other public improvements and to regulate the location and uses of buildings, structures, land for trade, industry, residence or other purpose, to regulate the erection, reconstruction or alteration of buildings, and to regulate the height, number of stories, and size of buildings and structures, and the size of yards and open spaces surrounding buildings; to regulate the density of population, and to divide the City into districts of such number, shape and area as may be best suited to carry out said purposes, it is desirable and necessary to adopt the zoning ordinance and plan for said City as hereinafter set forth.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA

SECTION 1.

In order to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewerage, schools, parks and other public requirements; to conserve the value of buildings and encourage the most appropriate use of land throughout the corporate area, all in accordance with a comprehensive plan, there is hereby adopted and established an official zoning plan for the City of Asheville, this zoning plan is adopted pursuant to the authority vested in the City of Asheville by its charter and the General Statutes of North Carolina particularly Chapter 160, Article 14.

SECTION 2. DISTRICTS AND BOUNDARIES THEREOF.

A. In order to regulate and limit the height and size of buildings; to regulate and limit the intensity of the use of lot areas; to regulate and determine the areas of open spaces within and surrounding buildings; to classify, regulate and restrict the location of trades and industries; and the location of buildings designed for specified industrial, business, residential and other uses, the City of Asheville, North Carolina, is hereby divided into districts of which there shall be six (6) known as:

1. RA-8 Residential District
2. RA-6 Residential District
3. RA-5 Residential District
4. Business District
5. Neighborhood Trading Area
6. Industrial District

B. The boundaries of the districts are shown upon the map accompanying this ordinance and made a part hereof, entitled, "Zoning Map, City of Asheville, North Carolina". The Zoning Map and all the notations, references, and other information shown thereon is hereby made a part of this ordinance the same as if such information set forth on the map were all fully described and set out herein. The Zoning Map properly attested is on file in the office of the City Clerk and is available for inspection by the public.

In the creation, by this ordinance, of the respective districts, the City Council has given due and careful consideration to the peculiar suitability of each and every such district for the particular regulations applied thereto, and the necessary, proper and comprehensive groupings and arrangements of the various uses and densities of population in accordance with a well considered plan for the development of the City.

C. The boundaries of such districts as are shown upon the map adopted by this ordinance are hereby adopted and the provisions of this ordinance governing the use of land and buildings, the height of buildings, building site areas, the sizes of yards about buildings and other matters as hereinafter set forth, are hereby established and declared to be in effect upon all land included within the boundaries of each and every district shown upon said map.

Where uncertainty exists as to boundaries of any district shown on said map the following rules shall apply:

1. Where such district boundaries are indicated as approximately following street lines, alley lines or lot lines, such lines shall be construed to be such boundaries.

2. In unsubdivided property or where a district boundary divides a lot, the location of such boundary, unless the same is indicated by dimensions, shall be determined by use of the scale appearing on the map.

3. In case any further uncertainty exists, the City Council shall interpret the intent of the map as to location of such boundaries.

4. Where any street or alley is hereafter officially vacated or abandoned, the regulations applicable to each parcel of abutting property shall apply to that portion of such street or alley added thereto by virtue of such vacation or abandonment.

D. 1. Except as hereinafter provided no building shall be erected, reconstructed or structurally altered, nor shall any building or land be used which does not comply with all the district regulations established by this ordinance for the district in which the building or land is located.

2. The minimum yards and other open spaces including the intensity of use provisions contained in this ordinance for each and every building hereafter erected or structurally altered, shall not be encroached upon or considered as yard or open space requirements or intensity of use requirements for any other building.

3. Every building hereafter erected or structurally altered shall be located on a lot and in no case shall there be more than one main building and the customary accessory buildings on the lot.

SECTION 3. RA-8 RESIDENTIAL DISTRICT

A. Uses Permitted.

In this district a building or land shall be used only for the following purposes:

1. Single family dwellings, multiple dwellings, tourist homes, boarding houses.

2. Public schools, elementary, high and educational institutions having a curriculum the same as ordinarily given in public schools. Hospitals, except animal hospitals.

3. Libraries and community centers.

4. Nurseries and truck gardens but not the raising of poultry, pets or livestock for strictly commercial purposes or on a scale that would be objectionable because of noise or odor.

5. Churches.

6. Municipally owned or operated parks and playgrounds.

7. Golf course, except miniature courses and driving tees operated for commercial purposes. Golf club buildings, clubs, excepting those, the chief activity of which, is a service customarily carried on as a business.

8. Accessory buildings, including one private garage or servants' quarters, where located not less than sixty (60) feet from the front lot line nor less than five (5) feet from any other lot line, provided, however, that servants' quarters may be erected above private garages or private stables and a private garage may be constructed as a part of the main building or attached to it by a covered passage.

9. Church or public building bulletin board, lighted or unlighted, not exceeding twelve (12) square feet in area.

10. Home occupations as hereinafter defined.

Cemeteries, graveyards, receiving vaults, crematories & burial vaults shall not be permitted in any residential district.

B. Building Height Limit

No structure shall exceed two and one half stories or thirty-five feet in height provided that structures may exceed thirty-five (35) feet in height and two and one-half stories if the depth of front and total width of side yards required herein shall be increased one foot for each foot of building height in excess of thirty-five feet.

C. Building Site Area Required, Residences, Apartment Houses.

The minimum building site area shall be one lot or a parcel of land eight thousand (8000) square feet in area for each main building. Such parcel of land shall have an average width of at least seventy (70) feet. Where a lot or parcel of land has an area of less than the above required minimum area and width and was of record at the time of passage of this ordinance, said lot may be occupied by one family, provided, however, that the minimum side and front yard requirements set out in this section are conformed to. Provided further, that apartment houses shall in addition to the above area requirement increase the minimum building site area five hundred (500) square feet for each apartment or living unit in excess of two (2) contained therein.

D. Front Yard Required.

There shall be a front yard having a depth of not less than thirty-five (35) feet measured from the front property line to the front line of the main building. Where lots comprising twenty-five (25) per cent or more of the frontage on the same street within the block are developed with buildings having an average front yard with a variation in depth of not more than eight (8) feet, no building hereafter erected or structurally altered shall project beyond the average front yard so established provided this regulation shall not be so construed as to require a front yard depth of more than thirty-five (35) feet. Provided further, no front yard depth need exceed the average provided for the two adjoining buildings, one on either side thereof, if such two adjoining buildings are less than 200 feet apart. Provided further, that when the geographic grade or contour of a lot is such that compliance with this section is impossible or will impose an undue hardship upon the property owner, the Board of Adjustment will establish a front yard depth suitable and practical for such lot.

Where lots have a double frontage, the required front yard shall be provided on both streets.

E. Side Yard Required.

There shall be a side yard on each side of the main building having a width of not less than ten (10) feet and the total width of said side yards shall not be less than twenty-five per cent of the lot width, measured at the front line of the main building.

F. Rear Yard Required.

There shall be a rear yard having a depth of not less than thirty (30) per cent of the average lot depth. Provided, however, an accessory building, as defined herein, may be located in a rear yard, if an open unoccupied area equal to the rear yard requirement expressed in square feet is provided between the rear line of the main building and the rear lot line.

G. Signs.

A billboard, signboard or advertising sign shall in no case be permitted as an accessory use. The placing of a "for sale" or "for rent" sign not exceeding four square feet in area shall, however, be permitted.

The use of so-called tourist signs advertising the fact that accommodations for tourists or transients are available shall be permitted, provided such signs conform to the following requirements:

1. Such signs shall not be more than nine square feet in size and only one such sign shall be permitted on each premises.

2. Such sign shall be located wholly upon the premises of the tourist home which it is erected to advertise.

3. Such signs shall not be so located or arranged as to be on or over-hanging any sidewalk or street, or any portion thereof.

4. Such signs may be lighted so as to be capable of being seen at night, but such lighting shall be so housed and designed as to reflect its rays solely and directly upon the sign sought to be lighted. All parts of the light or lighting system, other than that portion which casts its rays directly upon the sign, shall be so shaded as to prevent glare and prevent the rays and illumination therefrom from being cast upon neighboring dwellings, buildings, yards or objects.

5. No lighting system or plan of illumination for signs which diffuses its light or casts its rays in any manner other than herein provided, or which is not so shaded or arranged as to prevent glare and prevent its light or illumination from being cast upon neighboring dwellings, buildings, yards or other objects, shall be permitted in a residential zone.

6. The Board of Adjustment shall not have the power to vary any of the requirements of subsections (3), (4), and (5) hereof for any cause whatever.

H. Required Court Dimensions.

1. Outer courts.

(a) Each outer court on which windows open from any room shall have a width equal to not less than the height of the building above the floor level of the story containing such room, but no such court shall have a width of less than twenty feet. Each such court shall have a depth of not more than one and one half times its actual width; provided, however, that any such outer court with a depth of not more than six feet need not have a width exceeding twenty feet.

(b) Any other outer court shall have a width equal to not less than one third the height of the building above the floor level of the lowest story served by such court, but no such court shall have a width of less than ten feet. Each such court shall have a depth not greater than twice its actual width; provided, however, that any such outer court with a depth of not more than six feet need not have a width exceeding ten feet.

2. Inner courts.

An inner court shall not have any horizontal dimension measured at right angles to any wall in which there are located windows which open from any room which is less than the height of the building above the floor level containing such room. No other dimension of such court shall be less than one third the height of the building above the floor level of the lowest story served by such court. The horizontal area of any inner court shall be not less than twice the square of its width.

I. Off-Street Parking Requirements.

No building shall be erected in a residential zone unless there is provided on such building lot or premises, conveniently accessible from the street, a garage or such open space in the rear or side of such lot or premises as will be adequate for the storage on the said lot or premises of at least one automobile for each family unit such building is erected to house, and in the instance of tourist homes one parking space for each room used for the accommodation of guests. The location and dimensions of such garages or open spaces for the storage of such automobiles, and the ways of access thereto from the street, shall be designated and described upon the plans and specifications of such building in sufficient detail to enable the building inspector to determine therefrom whether or not the provisions of this section are being complied with.

J. Corner Lots.

On corner lots the side yard regulations shall apply to the street side of the lot except in the case of reversed frontage where the corner lot faces an intersecting street. In this case, there shall be a side yard on the street side of the corner lot of not less than fifty (50) per cent of the front yard required on lots in the rear of such corner lot, and no accessory building on said corner lot, shall extend beyond the front yard line of the lots in the rear; provided further that this regulation shall not be so interpreted as to reduce the buildable width of a corner lot facing an intersecting street and as of

and as of record at the time of the passage of this ordinance to less than twenty-eight (28) feet, nor to prohibit the erection of an accessory building where this regulation cannot reasonably be complied with.

SECTION 4. RA-6 RESIDENTIAL DISTRICT.

A. Uses Permitted.

Any use permitted in RA-8 residential district.

B. Building Height Limit.

Same as RA-8 Residential district.

C. Building Site Area Required Residences - Apartment Houses.

The minimum building site area shall be one lot or a parcel of land six thousand (6,000) square feet in area for each main building. Such parcels shall have an average width of at least fifty (50) feet. Where a lot or parcel of land has an area of less than the above required minimum area and width and was of record at the time of passage of this ordinance, said lot may be occupied by one family, provided, however, that the minimum side and front yard requirements set out in this section are conformed to. Provided, however, that apartment houses shall, in addition to the above area requirements, increase the minimum building site area five hundred (500) square feet for each apartment or living unit in excess of two (2) contained therein.

D. Front Yard Required.

There shall be a front yard having a depth of not less than twenty-five (25) feet measured from the front property line to the front line of the main building. Where lots comprising twenty-five (25) per cent or more of the frontage on the same street within the block are developed with buildings having an average front yard with a variation in depth of not more than eight (8) feet, no building hereafter erected or structurally altered shall project beyond the average front yard so established.

Where lots have a double frontage, the required front yard shall be provided on both streets. Provided this regulation shall not be so construed as to require a front yard depth of more than twenty-five feet. Provided further, no front yard depth need exceed the average provided for the two adjoining buildings, one on either side thereof, if such two adjoining buildings are less than 200 feet apart. Provided further, that when the geographic grade or contour of a lot is such that compliance with this section is impossible or will impose an undue hardship upon the property owner, the Board of Adjustment will establish a front yard depth suitable and practical for such lot.

E. Side Yard Required.

There shall be a side yard on each side of the main building having a width of not less than eight (8) feet, measured at the front line of the main building.

F. Rear Yard Required.

There shall be a rear yard having a depth of not less than twenty-five (25) feet. Provided, however, an accessory building as defined herein may be located in a rear yard, if an open unoccupied area equal to the rear yard requirement, expressed in square feet, is provided between the rear line of the main building and the rear lot line.

G. Signs.

Same as RA-8 Residential district.

H. Courts.

Same as RA-8 Residential district.

I. Off-Street Parking.

Same as RA-8 Residential district.

J. Corner lots.

Same as RA-8 Residential district.

SECTION 5. RA-5 Residential District.

A. Uses Permitted
Any use permitted in RA-8 residential district.

B. Building Height Limit.

Same as RA-8 residential district.

C. Building Site Area Required - Residences, Apartment Houses.

The minimum building site area shall be one lot or a parcel of land five thousand (5,000) square feet in area for each main building. Such parcels shall have an average width of at least fifty (50) feet. Where a lot or parcel of land has an area of less than the above required minimum area and width and was of record at the time of passage of this ordinance, said lot may be occupied by one family, provided, however, that the minimum side and front yard requirements set out in this section are conformed to. Provided, however, that apartment houses shall, in addition to the above area requirement, increase the minimum building site area five hundred (500) square feet for each apartment or living unit contained therein.

D. Front Yard Required.

There shall be a front yard having a depth of not less than fifteen (15) feet measured from the front property line, to the front line of the main building. Where lots comprising twenty-five (25) per cent

or more of the frontage on the same street within the block are developed with buildings having an average front yard with a variation in depth of not more than eight (8) feet, no building hereafter erected or structurally altered shall project beyond the average front yard so established.

Where lots have a double frontage, the required front yard shall be provided on both streets. Provided this regulation shall not be so construed as to require a front yard depth of more than fifteen feet (15). Provided further, no front yard depth need exceed the average provided for the two adjoining buildings, one on either side thereof, if such two adjoining buildings are less than 200 feet apart. Provided further, that when the geographic grade or contour of a lot is such that compliance with this section is impossible or will impose an undue hardship upon the property owner, the Board of Adjustment will establish a front yard depth suitable and practical for such lot.

E. Side Yard Required.

There shall be a side yard on each side of the main building having a width of not less than five (5) feet, measured at the front line of the main building.

F. Rear Yard Required.

There shall be a rear yard having a depth of not less than ten (10) feet. Provided, however, an accessory building, as defined herein, may be located in a rear yard, if an open unoccupied area equal to the rear yard requirement, expressed in square feet, is provided between the rear line of the main building and the rear lot line.

G. Signs.

Same as RA-8 residential district.

H. Courts.

Same as RA-8 residential district.

I. Off-Street Parking.

Same as RA-8 residential district.

J. Corner Lots.

Same as RA-8 residential district.

SECTION 6. BUSINESS DISTRICT.

A. Within the business district, as indicated on the "Zoning Map", no lot, building or structure shall be used and no building or structure shall be erected which is intended or designed for any other than one or more of the following specified purposes:

1. Any use permitted in RA-8 residential district.

2. Retail stores, shoe shops, barber shops, restaurants, confectioneries, offices, hotels, theatres, assembly halls, newsstands, service stations, public garages, greenhouses and retail stores conducting incidental and secondary wholesale departments.

3. Public utility storage or service yards.

4. Signs constructed and placed in accordance with the ordinances of the City of Asheville.

5. Undertaking establishments, funeral homes, mortuaries.

6. Newspaper offices or printing plants.

7. Light manufacturing or processing operations not creating or likely to create, either smoke, dust, noise, fumes or vibration, detrimental or likely to become detrimental to the health, safety, or general welfare of the community.

8. Billiard or pool tables or rooms, bowling alleys, dance halls and other forms of public amusements.

9. Dry cleaning and pressing plants.

10. Freezer lockers.

B. Area Regulations.

1. Buildings erected in the business district for dwelling purposes exclusively shall comply with the requirements of RA-5 residential district.

2. Where a building is erected for mixed use, namely, for both dwelling and business purposes, each story of such building used in any part for dwelling purposes shall, if more than two (2) rooms in depth, be provided with two (2) side yards, one (1) on each side of the building neither of which shall be less than eight (8) feet in width, provided, however, that this regulation shall not apply to the street side of a corner lot.

3. Where a lot abuts upon the side of a lot zoned residential there shall be a side yard of not less than eight (8) feet in width.

SECTION 7. NEIGHBORHOOD TRADING AREA.

A. Within any neighborhood trading area no lot, building, or structure shall be used and no building or structure shall be erected which is intended or designed to be used in whole or in part for any other than one or more of the following specified purposes:

1. Any use permitted in RA-8 residential district.
2. Retail business; theatre
3. Parking lots, garages and filling stations
4. Store or shop for custom work for the making of articles, the major portion of which are to be sold at retail on the premises.
5. Business or professional offices
6. Tourist courts provided the area regulations, front, side yards and height requirements required for apartment houses as outlined in Section 5C are complied with.
7. Self-service, automatic, electric laundries
8. Outdoor advertising structure or sign.
9. Places or business where service is rendered, such as tailoring and clothes pressing, barber shops, beauty parlor, photographic establishment, radio shop, shoe repair shop, upholstery shop, automobile or storage battery vehicle station.
10. Accessory buildings and uses customarily and necessarily incident to the [illegible].
11. Undertaking establishment or commercial funeral home.

B. Uses Prohibited in Neighborhood Trading Area.

In a neighborhood trading area, land shall not be used and no building shall be used, constructed, extended or altered where such construction, extension or alteration is arranged, intended or designed to be used for:

1. Coal, wood, or lumber yard.
2. Storage yard for building material or contractor's construction equipment or plant.
3. Gasoline or other inflammable oil in bulk storage for wholesale distribution to retailers or to consumers off premises.
4. Automobile storage yard for wrecking, dismantling or junking cars for salvaging parts.
5. Junk yard or shop for purchases, sales, handling, bailing or storage of scrap paper, scrap rubber or rags, where, in the conduct of which establishment those materials are on the premises.
6. Any use or trade, which, though properly and safely operated with ordinary care, according to good and reasonable practice, causes noxious or offensive odors, gas, fumes, smoke, dust, vibration or noise which substantially interferes with other uses of property permitted in the district.
7. Laundry other than as permitted under A 7, above or dyeing and cleaning establishment.
8. Manufacture except as permitted in Item 4, Subdivision A, above.
9. Bottling Plants.
10. Machine or blacksmith shops; livery stables.

C. Off-Street Parking

In the neighborhood trading area, all structures except residences shall be so located on the lot that a minimum of thirty-five (35) feet is provided by the owner for off-street parking of motor vehicles between the street right-of-way line and the front of the structure for the entire width of the lot.

D. Area Regulations

1. Side Yards. In the neighborhood trading area no side yard shall be required except as follows:

a. Buildings erected for dwelling purposes exclusively shall comply with regulations of the RA-5 residential district.

b. Where a building is erected for mixed use, namely, for both dwelling and business purposes shall, if more than two (2) rooms in depth, be provided with two (2) side yards, One (1) on each side of the building, neither of which shall be less than eight (8) feet in width, provided, however, that this regulation shall not apply to the street side of a corner lot.

c. Where a lot abuts upon the side of a lot zoned residential there shall be a side yard of not less than eight (8) feet in width.

SECTION 8. INDUSTRIAL DISTRICT.

A. In the industrial district any building or land may be used for any purpose not in conflict with any ordinance of the City of Asheville except that no building or occupancy permit shall be issued for any of the following uses until and unless the location of such use shall have been approved by the Board of Adjustment.

1. Acid Manufacture.
2. Cement, lime, gypsum or plaster of paris manufacture.
3. Distillation of bones.
4. Explosives, manufacture or storage.
5. Fat rendering.
6. Garbage, offal or dead animal reduction or dumping.
7. Gas Manufacture.
8. Glue manufacture.
9. Stock yards or slaughter of animals.
10. Tannery.
11. Storage or bailing of rags, paper, iron or junk.
12. Used car junk areas.
13. Pulp manufacture or any other operation which releases obnoxious odors.

B. Area Regulations.

1. Building erected, in the industrial district, for dwelling purposes exclusively shall comply with the requirements of RA-5 residential district.

2. Where a building is erected for mixed use, namely, for both dwelling and business purposes,

each story of such building used in any part for dwelling purposes shall, if more than two (2) rooms in depth, be provided with two (2) side yards, one (1) on each side of the building neither of which shall be less than eight (8) feet in width, provided, however, that this regulation shall not apply to the street side of a corner lot.

B. Where a lot abuts upon the side of a lot zoned residential there shall be a side yard of not less than eight (8) feet in width.

SECTION 9. HEIGHT AND AREA EXCEPTIONS AND SUPPLEMENTS.

A. The following requirements or regulations qualify or supplement, as the case may be, the district regulations or requirements appearing elsewhere in this ordinance:

1. Public or semi-public buildings, hospitals, sanitoriums, schools and churches or temples, may be erected in any district, may be erected to a height not exceeding ninety-six (96) feet.

2. Chimneys, water tanks, or towers, penthouses, scenery lofts, elevator bulkheads, stacks, ornamental towers or spires, wireless or broadcasting towers, monuments, cupolas, domes, false mansards, parapet walls, similar structures and necessary mechanical appurtenances may be erected to a height in accordance with existing or hereafter adopted ordinances of the City of Asheville, North Carolina.

3. Every part of a required yard or court shall be open from its lowest point to the sky unobstructed; except for the ordinary projection of sills, belt courses, cornices, buttresses, ornamental features and eaves; provided, however, that none of the above projections shall project into a minimum court more than six inches (6) nor into a minimum side yard more than twenty-four (24) inches.

4. Open or enclosed fire escapes, fireproof outside stairways and balconies projecting into a yard or court not more than three and one-half (3½) feet and the ordinary projections of chimneys and flues may be permitted by the Building Inspector where same are so placed as not to obstruct the light and ventilation.

SECTION 10. NON-CONFORMING USES.

A. The lawful use of a "building" existing at the time of the passage of this ordinance shall not be affected by this ordinance, although such use does not conform to the provisions of this ordinance; and such use may be extended throughout the building, provided no structural alterations, except those required by law or ordinance or ordered by an authorized officer to secure the safety of the building, are made therein but no such use shall be extended to occupy any land outside such building. If such non-conforming building is removed or the non-conforming use of such building is discontinued for a continuous period of not less than one hundred and eighty (180) days, every future use of such premises shall be in conformity with the provisions of this ordinance.

B. The lawful use of "land" existing at the time of the passage of this ordinance, although such use does not conform to the provisions of this ordinance, shall not be affected by this ordinance, provided, however, that no such non-conforming use shall be enlarged or increased, nor shall any non-conforming use be extended to occupy a greater area of land than that occupied by such use at the time of the passage of this ordinance. If such non-conforming use is discontinued for a continuous period of not less then one hundred and eighty (180) days, any future use of said land shall be in conformity with the provisions of this ordinance.

C. A non-conforming use may be changed to a use of the same or higher classification according to the provisions of this ordinance. When a district shall hereafter be changed, any then existing non-conforming use in such changed district may be continued or changed to a use of a similar or higher classification; provided all other regulations governing the new use are complied with. Whenever a non-conforming use of a building has been discontinued or changed to a higher classification or to a conforming use, such use shall not thereafter be changed to a non-conforming use of a lower classification. The order of classification of uses from the highest to lowest for the purposes of this section shall be as follows:

1. Residential uses.
2. Neighborhood trading areas uses.
3. Business uses.
4. Industrial uses.

D. Nothing in this ordinance shall be construed to prevent the restoration of a building destroyed to the extent of not more than sixty per cent (60) of its assessed value by fire, explosion or other casualty, or act of God, or the public enemy, nor the continued occupancy or use of such building or part thereof which existed at the time of such partial destruction.

SECTION 11. BOARD OF ADJUSTMENT

A Board of Adjustment is hereby established. The word "Board" when used in this ordinance shall be construed to mean the Board of Adjustment.

The Board shall consist of five (5) members appointed by the City Council for a term of two years. The organization and procedure of the Board, its meetings, method of handling appeals, and other related matters, shall be in conformity with the provisions of law.

A. All meetings of the board shall be held at a regular place and shall be open to the public. The board shall keep minutes of its proceedings showing the vote of each member upon question, or if absent or failing to vote, an indication of such fact; and final disposition of appeals shall be by recorded resolution indicating the reasons of the board therefor, all of which shall be a public record.

B. An appeal from the decision of the Building Inspector may be taken to the Board of Adjustment by any person aggrieved, or any officer, department, board of bureau of the city affected by such decision. Such appeal shall be taken within a reasonable time as provided by the rules of the Board by filing with the officer from whom the appeal is taken and with the Board of Adjustment a notice of appeal specifying the grounds thereof. The officer from whom the appeal is taken shall forthwith transmit to the board all papers constituting the record upon which the action appealed from was taken.

An appeal stays all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken, certifies to the board, after the notice of appeal shall have been filed with him by reasons of facts stated in the certificate, a stay would in his opinion cause imminent peril to life or property. In such case proceedings shall not be stayed otherwise than by restraining order which may be granted by the board or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown.

C. The Board shall have the following powers:

1. To hear and decide appeals where it is alleged that there is error in any order, requirement, decision, or determination made by the Building Inspector. The concurring vote of four (4) members of the board shall be necessary to reverse any order, requirement, decision, or determination of the Building Inspector to decide in favor of the applicant any matter which it is required to pass under the zoning ordinance or to effect any variation in such ordinance.

2. To permit a temporary building for business or industry in the residential district which is incidental to the residential development, such permit to be issued for a period of not more than one (1) year.

3. To permit a garage, other than a private garage, but for storage purposes only, as an accessory building to a hotel, hospital, or similar institution in the residential district where it is deemed necessary for the public convenience or welfare and where this can be done without substantially derogating from the intent and purpose of this ordinance.

4. To authorize upon appeal in specific cases variance from the terms of this ordinance as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of this ordinance will result in unnecessary hardship, and so that the spirit of this ordinance shall be observed and substantial justice done.

In considering all proposed variations to this ordinance the board shall, before making any finding in a specific case, first determine that the proposed variation will not constitute any change in the districts shown on the zoning map and will not impair an adequate supply of light and air to adjacent property, or materially increase the congestion in public streets, or increase the public danger of fire and safety, or materially diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, morals and general welfare of the City of Asheville, North Carolina.

D. Any person or persons, jointly or severally, aggrieved by any decision of the board, or any taxpayer, or any officer, department, board, or bureau of the City of Asheville may within thirty (30) days after the filing of the decision in the office of the board, but not thereafter, present to a court of competent jurisdiction a petition duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of illegality, whereupon such decision of said board shall be subject to review by certiorari as provided by law.

SECTION 12. CERTIFICATE OF OCCUPANCY

No land shall be used or occupied, except for agricultural purposes, and no building hereafter structurally altered or erected shall be used or changed in use until a certificate of occupancy shall have been issued by the Building Inspector stating that the building or the proposed use thereof complies with the provisions of this ordinance. A like certificate shall be issued for the purpose of maintaining, renewing, changing, or extending a non-conforming use. A certificate of occupancy, either for the whole or a part of a building, shall be applied for coincident with the application for a building permit and shall be issued within 10 days after the erection or structural alterations of such building, or part shall have been completed in conformity with the provisions of this ordinance. A record of all certificates shall be kept on file in the office of the building inspector and copies shall be furnished, on request, to any person having a proprietary or tenancy interest in the building erected. No permit for excavation for, or erection of, any building, or part of a building, or for repairs to, or alteration of, a building shall be issued until after a statement of its intended use has been filed by the applicant.

SECTION 13. PLATS

Each application for a building permit shall be accompanied by a plat in duplicate, drawn to scale, showing accurate dimensions of the lot to be built upon, accurate dimensions of the building to be erected, its location on the lot, and such other information as may be necessary to provided for the enforcement of this ordinance. A careful record of such applications and plats shall be kept in the office of the Building Inspector.

SECTION 14. INTERPRETATION. PURPOSE AND CONFLICT

In interpreting and applying the provisions of this ordinance they shall be held to be the minimum requirements for the promotion of the public safety health, convenience, prosperity and general welfare. It is not intended by this ordinance to interfere with or abrogate or annul any easements, covenants or other agreements between parties, provided, however, that where this ordinance imposes a greater restriction upon the use of buildings or premises or upon the height of buildings, or requires larger open spaces than are imposed or required by other ordinances, rules, regulations or by easements, covenants or agreements, the provisions of this ordinance shall govern.

Section 15. CHANGES AND AMENDMENTS

The City Council may from time to time on its own motion or on petition after public notice and hearing as provided by the law, amend, supplement, or change, modify or repeal the boundaries or regulations herein or subsequently established, after submitting the same to the City Planning Commission for its recommendations and report. In case, however, of a protest against such change duly signed and acknowledged by the owners of twenty (20) per cent or more of the frontage proposed to be changed, or of the frontage immediately in rear thereof, or directly opposite thereto, such amendment shall not be passed except by a three-fourths vote of all the members of the City Council.

SECTION 16. VALIDITY

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason,

held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 17. ENFORCEMENT

The Building Inspector is hereby authorized, and it shall be his duty to enforce the provisions of this ordinance. Appeal from the decision of the Building Inspector may be made to the Board of Adjustment.

SECTION 18. BUILDING PERMITS PRIOR TO EFFECTIVE DATE

Nothing in this ordinance shall in any way prohibit, restrict, or affect in any manner or form any person, firm, or corporation who has secured a building permit prior to the effective date of this ordinance.

SECTION 19. DEFINITIONS

For the purpose of this ordinance, certain terms and words are defined as follows:

All words used in the present tense shall include the future tense; all words in the singular number shall include the plural number; and all words in the plural number shall include the singular number unless the natural construction of the wording indicates otherwise; the words "used for" shall include the meaning "designed for"; the word "structure" shall include the word "building", the word "lot" shall include the words "plot" and "parcel"; and the word "shall" is mandatory.

1. ACCESSORY BUILDING. A subordinate use or building customarily incident to and located upon the same lot occupied by the main use or building.

2. ALLEY. A roadway which affords only a secondary means of access to abutting property and not intended for general traffic circulation.

3. APARTMENT. A room or suite of two or more rooms in a multiple dwelling intended for use as a residence by a single family.

4. APARTMENT HOUSE. See Dwelling, Multiple.

5. BASEMENT (CELLAR). A story partly underground but having less than one-half ($\frac{1}{2}$) its clear height below the grade.

6. BOARDING HOUSE. A building other than a hotel, where lodging or meals or both are served for compensation.

7. BUILDING. See structure.

8. BUILDING, HEIGHT OF. The vertical distance measured from the curb level to the mean level of the slope of the main roof. The height of a wall is the vertical distance from the curb level to the mean level of the top of the wall, including any dormers or gables on the wall.

9. COURT. A court is a required open, unoccupied space on the same lot, and fully enclosed on at least three adjacent sides by walls of the building. An outer court is any court facing for its full required width on a street, or on any other required open space not a court. An inner court is any other required court.

10. DWELLING. A detached building designed for, or occupied exclusively by, one family.

11. DWELLING, MULTIPLE. A building or portion thereof used or designed as a residence for two or more families living independently of each other.

12. FAMILY. Any number of individuals living together as a single house-keeping unit.

13. FILLING STATION. See service station.

14. FRONTAGE. All the property abutting on one (1) side of a street between two (2) intersecting streets, measured along the street line.

15. GARAGE, PRIVATE. A building or space used as an accessory to or a part of a main building permitted in any residence district, and providing for the storage of motor vehicles and in which no business, occupation or service for profit is in any way conducted.

16. GARAGE, PUBLIC. Any building or premises, except those described as a private or storage garage, used for the storage or care of motor vehicles, or where any such vehicles are equipped for operation, repaired or kept for remuneration, hire, or sale.

17. GARAGE, STORAGE. Any building or premises, other than a private or public garage, used exclusively for the parking or storage of motor vehicles.

18. GUEST HOUSE (TOURIST HOME). Any dwelling occupied by owner or operator in which rooms are rented for guests and for lodging of transients and travelers for compensation.

19. HOME OCCUPATION. Any profession or occupation carried on by a member of a family or a member of a recognized profession residing on the premises, provided that no merchandise or commodity is sold on the premises and that no mechanical equipment is installed or used except such that is normally used for domestic or professional purposes, and provided further that not over 25% of the total actual floor area of any structure is used for home occupations or professional purposes.

20. HOTEL. A building or other structure kept, used, maintained, advertised as or held out to the public to be a place where sleeping accommodations are supplied for pay to transient or permanent guests or tenants, in which twenty (20) or more rooms are furnished for the accommodation of such guests; and having or not having one or more dining rooms, restaurants or cafes where meals or lunches are served to such

transients or permanent guests, such sleeping accommodations and dining rooms, restaurants or cafes, if existing, being conducted in the same building or buildings in connection therewith.

21. LOT. A parcel of land occupied or intended for occupancy by a building together with its accessory buildings; including the open space required under this ordinance. For the purpose of this ordinance the word "lot" shall be taken to mean any number of contiguous lots or portions thereof, upon which one or more main structures for a single use are to be erected.

22. LOT, CORNER. A lot abutting upon two (2) or more streets at their intersection.

23. LOT OF RECORD. A lot which is a part of a subdivision, the map of which has been recorded in the office of the Register of Deeds of Buncombe County, or a lot described by metes and bounds, the description of which has been recorded in the office of the Register of Deeds in Buncombe County.

24. LOT, DEPTH. The depth of a lot, for the purpose of this ordinance, is the distance measured in the mean direction of the side lines of the lot from the midpoint of the front lot line to the midpoint of the opposite main rear line of the lot.

25. LOT, INTERIOR. A lot other than a corner lot.

26. LOT, LINES. The lines bounding a lot.

27. LOT, THROUGH. An interior lot having frontage on two streets.

28. NON-CONFORMING USE. A building or land occupied by a use that does not conform with the regulations of the use district in which it is situated.

29. PARKING LOT. An area or plot of land used for the storage or parking of vehicles.

30. SERVICE STATION. A building or lot where gasoline, oil, greases and accessories are supplied and dispensed to the motor vehicle trade, also where battery, tire and other similar services are rendered.

31. STABLE, PRIVATE. A stable with a capacity of not more than one (1) horse for each thirty-five hundred (3,500) square feet of lot area whereon such stable is located and where such horses are owned by the owners or occupants of the premises and are not kept for remuneration, hire or sale.

32. STABLE, PUBLIC. A stable other than a private stable.

33. STORY. That portion of a building included between the surface of any floor and the surface of the next floor above it, or if there be no floor above it, then the space between such floor and the ceiling next above it. In computing the height of building the height of basement or cellar if below grade shall not be included.

34. STORY, HALF. A story under a gabled, hipped or gambrel roof the wall plates of which on at least two (2) opposite exterior walls are not more than three (3) feet above the finished floor of such story.

35. STREET. A thoroughfare which affords the principal means of access to abutting property, including avenue, place, way, drive, land, boulevard, highway, road and any other thoroughfare except an alley.

36. STREET LINE. The line between the street and abutting property.

37. STRUCTURE. Anything constructed or erected, the use of which requires location on the land, or attachment to something having a permanent location on the land.

38. STRUCTURAL ALTERATIONS. Any change, except for repair or replacement, in the supporting members of a building, such as bearing walls, columns, beams or girders.

39. TOURIST HOME. See Guest House.

40. USED CAR JUNK YARD. A lot or group of contiguous lots used for the dismantling or wrecking of used automobiles or the storage, sale or dumping of dismantled or wrecked cars or their parts.

41. YARD. An open space on the same lot with a building, unoccupied and unobstructed from the ground upward, except by trees or shrubbery or as otherwise provided herein.

42. YARD, FRONT. A yard across the full width of the lot, extending from the front line of the building to the front line of the lot, excluding steps and unenclosed porches.

43. YARD, SIDE. An open unoccupied space on the same lot with a building between the building and the side line of the lot extending thru from the front building line to the rear yard or to the rear line of the lot, where no rear yard is required.

44. YARD, REAR. A yard extending across the full width of the lot and measured between the rear line of the lot and on the rear line of the main building.

SECTION 20. PENALTY

Any person, firm or corporation who violates the provision of this ordinance, shall upon conviction, be guilty of a misdemeanor and shall be fined not exceeding fifty dollars ($50.00) or imprisoned not exceeding thirty (30) days. Each day that violation continues to exist shall be considered a separate offense.

I move the adoption of the foregoing ordinance, this the 17 day of June, 1948.

E. W. Eller
COUNCILMAN

SECONDED BY: Walter I. Abernethy
COUNCILMAN

Read, approved, and adopted by the Council on first reading, 17 day of June, 1948, with all members of the Council present voting "aye", read, approved and adopted by the Council on second reading 24 day of June, 1948, with all members of the Council present voting "aye", and upon its third reading, approved and adopted on the 1 day of July, 1948, with all members of the Council present voting "aye". This ordinance shall become effective 16 day of July, 1948.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

Mr. Fred Sale requested that the minutes show that protest has been filed against issuance of any building permit for a business permit within the area designated as residential as adopted by Ordinance 782.

Resolution authorizing the City Manager to use as a temporary contact for the month of July, 1948, the sum of $60,000.00 was upon motion of Councilman Lee, seconded by Councilman Mulvaney, unanimously adopted. Complete copy of resolution will be found in Resolution Book 2, page 488.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 8, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, July 8, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, L. Lyons Lee, Earl W. Eller, Walter I. Abernethy, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Resolution approving proposed amendment to the certificate of incorporation of Asheville-Biltmore College, inc. was upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2, page 489.

Mr. Frank Barber, Chairman of the Finance Committee, and Mr. Perry A. Brawer, President of the Asheville Orthopedic Home, appeared before the Council and asked that $2,000 be placed in the city's budget for the coming fiscal year for the Orthopedic Home Building Fund.

Mayor Morgan assured Mr. Barber that serious consideration would be given this request.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 15, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, July 15, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, C. Fred Brown, Fred L. Seely, Jr., L. Lyons Lee, Earl W. Eller, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

City Manager P. M. Burdette read resolutions from the Asheville Ministerial Association and the Asheville Civitan Club pledging the support of these organizations in a general clean-up drive throughout the city.

Mr. Burdette was directed to write these clubs acknowledging receipt of the resolutions and giving specific suggestions as to how the groups may cooperate with the city. He was also directed to send similar letters to other groups and organizations making the same suggestions.

Resolution adopting the budget for the City of Asheville for the fiscal year beginning July 1, 1948 and ending June 30, 1949 was upon motion of Councilman Lee, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2, page 490.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 22, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, July 22, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, Earl W. Eller, C. Fred Brown, L. Lyons Lee, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Councilman Lee reported that the Hospital Committee of the Council had met with the City and County Hospital Committee and that certain details in regard to payment for city cases in the hospitals were worked out. He said that the committee from the Council took the position that the care of indigent cases was a county responsibility.

Mayor Morgan thanked Councilmen Lee and Brown for their work on this committee.

Mayor Morgan told the Council he felt that the Health Department and others in the community who were handling the polio situation were doing an excellent job, and he saw no reason for the Council to take any action in the matter at this time.

Resolution establishing parking meter zones was upon motion of Councilman Lee, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 491.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 29, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, July 29, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Fred L. Seely, Jr., F. M. Mulvaney, L. Lyons Lee, [illegible] Eller, C. Fred Brown, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel [illegible] Wells and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Resolution appointing three members of Asheville-Biltmore College, Inc. was upon motion of [illegible]ly, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 492.

Resolution changing the name of French Broad Alley to McDuffie Street was upon motion of Councilman Eller, seconded by Councilman Seely, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 493.

Resolution appointing Board of Adjustment under Ordinance #322 was upon motion of Councilman Brown, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 494.

Dr. LaTruce Ward, Chairman of the Committee on Public Health of the Buncombe County Medical Society, appeared before the City Council requesting that action be taken in a clean-up campaign in the City.

July 29, 1948

To the members of the City Council of Asheville;

Gentlemen;

The citizens of Asheville and of Buncombe County are viewing with increasing concern the spread of poliomyelitis. While we do not feel that there is any occasion for panic, we do feel that we would be derelict in our duty to the public did we not at this time make certain definite suggestions for you to act upon. According to the Opinion of our leading epidemiologists, poloimyelitis is carried chiefly by the discharges from the mouth and the nose but may also be transmitted by flies and by fecal discharges. It seems only reasonable, therefore, that we must minimize these sources of infection. Besides the gathering of people in large groups, there is another source of spreading this and other respiratory infections. That is the use of glasses, crockery and silverware in eating places, when such utensils have not been thoroughly sterilized. There is an ordinance requiring this. We urge rigid enforcement. As to the eradication of flies - Asheville was once a flyless city - only a thorough clean-up of the city can be effective. The use of D.D.T. is not the answer. It will greatly reduce the number of flies but the time to use it is in April not in July. Its [illegible]effectiveness is killing all flies by [illegible] the excess of flies which we have at present after the use of [illegible] for two years. FLIES [illegible] ARE INDURITABLE AND [illegible] clean-up campaign has been urged by this Committee for years but without results. This condition can not continue. The use of privies not connected with a sewer should not be tolerated. It is said that we would be derelict in our duty if we did not urge you to take action at once. We respectfully submit that the Council will not be held guiltless if it fails to protect our citizens.

Committee on [illegible] of the Buncombe County Medical Society.

Dr. Warren J. Lord
Dr. Percy A. Morgan
Dr. T. C. Sims
Dr. Chandler A. Willis

LaTruce Ward Chairman

In the group, in addition to Dr. Ward, were Dr. C. Grier Davis, George [illegible], Rev. [illegible] M. Northup, Junius C. Adams, Jr. Col. T. D. Osborne, Rev. Clifford [illegible] and others.

After considerable discussion it was decided that the [illegible] a special committee to meet Friday afternoon at 3 o'clock in the City Hall to block out [illegible] city-wide [illegible] block clean-up drive.

Mr. Arthur Jones, Manager of the Chamber of Commerce, presented to the Council resolutions passed by the Board of Directors of the Asheville Chamber of Commerce asking that our city officials further provide for an adequate revolving fund for the Sinking Fund Commission; that the Council request the State Highway Commission to either permanently repair or replace Carrier's Bridge; and that immediate steps be taken to launch a project to meet the shortage in the city water supply.

July 15, 1948

His Honor, The Mayor
and Members of the City Council
Asheville, N. C.

Gentlemen:

At a regular monthly meeting of the Board of Directors of the Asheville Chamber of Commerce held June 14, the following resolution was adopted and is herewith submitted for your consideration.

RESOLVED: a. "That our city officials further provide for an adequate revolving fund for the Sinking Fund Commission."

b. "That we recommend to the State Highway Commission that Carrier Bridge either be put in first class shape or a new bridge be constructed in its place."

Sincerely yours,

J. Calvin White
President

His Honor, The Mayor,
And Members of the City Council
Asheville, N. C.

Gentlemen:

At a regular monthly meeting of the Board of Directors of the Asheville Chamber of Commerce held July 12, the following resolution was adopted and is herewith submitted for your consideration:

THAT WHEREAS, since the construction of the present impounding dam located at Bee Tree during the years 1920, and 1921, the City of Asheville and its environs has increased tremendously in population and in the number of commercial and industrial establishments located within the trading area centered around Asheville, North Carolina,

AND WHEREAS, within the last two years the citizens of this community have joined together and effectuated a program which, supported by financial resources pledged by these citizens in the amount of approximately $200,000, is directed toward increasing the industrial and commercial enterprises within the Asheville trading area

AND THAT WHEREAS all of the foregoing indicates the tremendously increased demand for water on the part of the inhabitants and commercial and industrial establishments within this area

AND WHEREAS, it is common knowledge that during the summer months the amount of water available for domestic and industrial purposes as furnished by the City of Asheville through its water department is and has been at disturbingly low levels

AND WHEREAS, other cities have recently suffered great inconvenience and the health of the public has been placed in jeopardy by the failure of their supply of water

AND WHEREAS, it is the belief and concensus of opinion of the Board of Directors of the Asheville Chamber of Commerce that the present water supply available for the citizens and commercial and industrial enterprises of this area is totally inadequate for its continued growth and development and that, further, in the event of a drought, public health and convenience of the citizens of this area will be faced in grave danger

AND WHEREAS, it is common knowledge that the City of Asheville now enjoys the highest level of prosperity in its history and all indications point to a continuation of prosperity over the next several years,

NOW, THEREFORE, be it resolved by the Board of Directors of the Asheville Chamber of Commerce

1. That it is an opportune time for the City of Asheville to take whatever steps may be necessary to increase the amount of water available for domestic and industrial consumption within this area.

2. That the City officials, in considering the current and future budgets, be requested to take into consideration the necessity of immediately providing for the construction and maintenance of adequate water facilities.

Sincerely yours,

J. Colvin White
President

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Saturday, July 31, 1948 - 10:00 A. M.

At the request of Mayor C. E. Morgan a special meeting of the City Council was held Saturday, July 31, 1948 at 10:00 A. M., with Mayor C. E. Morgan presiding. Present: Councilmen Fletcher L. Bowen, J. V. Reed Brown, Fred L. Seely, Jr., Earl W. Iller, F. M. Mulvaney, City Manager F. L. Roberts, Sergeant-at-Arms Lee Weaver, Attorney Counsel R. M. Wells, and Mayor C. E. Morgan. This meeting was held pursuant to a request made by the Health Officer of the City of Asheville stating that the water supply in the City of Asheville was critically low and requesting that effective at 1 o'clock P. M. Sunday, August 1, 1948 all unnecessary public gatherings be banned in the City of Asheville.

Mayor Morgan stated that all members of the City Council were then present, and the following business was transacted:

July 30, 1948

Dear Sir:

A special meeting of the City Council has been called by C. E. Morgan, Mayor of the City of Asheville, to be held at 10:00 o'clock A. M. in the Council Chamber of the City Hall of the City of Asheville, on Saturday, July 31, 1948 for the purpose of considering the request made by the Health Officer of the City of Asheville that effective at 1 o'clock P. M. on Sunday, August 1, 1948 due to the unusual number of infantile paralysis cases in the City of Asheville all unnecessary public gatherings be banned.

Yours very truly,

Margaret Simmons
City Clerk

The above notice was published in The Asheville Citizen one time prior to said meeting:

NOTICE

A special meeting of the City Council has been called by C. E. Morgan, Mayor of the City of Asheville, to be held at 10:00 o'clock A. M. in the Council Chamber of the City Hall of the City of Asheville, on Saturday, July 31, 1948 for the purpose of considering the request made by the Health Officer of the City of Asheville that effective at 1 o'clohck P. M. on Sunday, August 1, 1948 due to the unusual number of infantile paralysis cases in the City of Asheville all unnecessary public gatherings were banned effective at 1 o'clock P. M. on Sunday, August 1, 1948 due to the unusual number of infantile paralysis cases in the City of Asheville.

Margaret Simmons
City Clerk

Upon motion duly made and seconded the reading of the minutes of the previous meeting was dispensed.

A continued special session of the City Council, ... Councilmen ..., was held ...

A copy of resolution will be ... Dr. ..., City Health Officer, ... necessary public ... the City of Asheville ...

Mr. John T. Cherry, President of the ... Chamber of Commerce, ... letter ... the City Council ... which the community finds itself.

Other speakers included Dr. E. C. White, County Health Officer; Mr. Frank ... Asheville Merchants Association and the Chamber of Commerce; Mr. L. T. Stearns; ... Williams, Jr.; Colvin White; Rev. Isaac Hartung; and others.

The citizens present went on record ... by the City Health Officer.

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

... Saturday, July 31, 1948 - 10:00 A. M.

... Councilmen ..., with the following vote:

Councilmen Hardy voted "Aye"
Councilman Glover voted "Aye"
Councilman Iller voted "Aye"

... Mayor ... Councilmen present, ... with the following ...

... Councilman Iller moved that the City Manager be instructed to employ additional help ... the crews involving the collection ... with the Manager and Director of Public Safety ... for the support of the community in this matter. The motion was unanimously adopted.

... Mr. George Cornell, representing the owners of the Battery Park Hotel, ...

b E Morgan

Margaret Simmons

b E Morgan

Margaret Simmons

[illegible] be promotionary em-
[illegible] receive $84. per month, each, for the [illegible]

[illegible] accomplished until the first day of October or November.

[illegible] October, the new em-
[illegible].

[illegible] employers will cost $6,468, rel-
[illegible] expenditure $4,612.

[illegible] serious, thereby, a new
[illegible]

[illegible],

[illegible]

[illegible] ations be accepted by the Council,
[illegible] ted.

[illegible].

[illegible], the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

[illegible]

[illegible] Councilman Lee, this matter was referred
[illegible].

[illegible]

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 2, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, September 2, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, Walter I. Abernethy, L. Lyons Lee, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible]

City Manager Burdette brought to the attention of the Council the fact that while the City agreed to pay a flat rate of $8.68 per day for indigent patients the hospitals had accepted a rate of $7.68 for similar county patients. Councilman Lee stated that he would take this matter up with Mr. Hunt.

[illegible]

Resolution regarding the status of an unnamed alley between Wyoming and Thurland Streets was upon motion of Councilman Eller, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 499.

[illegible]

Resolution expressing appreciation to Judge Zeb V. Nettles for the action taken in abating organized gambling was upon motion of Councilman Abernethy, seconded by Councilmen Lee, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 500.

[illegible]

City Manager Burdette read a letter from J. Lovell Smith, District Manager of the Southern Bell Telephone and Telegraph Company, asking the view of the Council on the question of closing the business offices of the company on Saturday morning.

Councilman Abernethy moved that this matter be held open for further consideration. This motion was seconded by Councilman Mulvaney and unanimously adopted.

[illegible]

Mr. Harry Gruver and Mr. Robert Pressley of the Memorial Stadium Committee appeared before the Council stating that the committee had approximately $18,000 available, and requesting that this amount be accepted and that work on the stadium be started immediately.

After discussion Councilman Lee moved that the city authorize an expenditure of money equal to that contributed by the committee and that the work be started. This motion was seconded by Councilman Eller and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

[illegible]

The City Council [illegible] with Mayor [illegible] Councilmen [illegible] Lee, Walter I. Abernethy, City Manager [illegible], Corporation Counsel [illegible], and Mayor [illegible].

The minutes of the previous [illegible].

HOSPITAL [illegible]
PATIENTS

Councilman Lee reported that he had received a letter from Mr. S. K. Hunt, President of the Asheville Hospital Council, requesting that the City not cut the rate of $8.68 per day for indigent patients which it had agreed to pay.

Councilmen Lee recommended that in view of the limited number of patients and the agreement already made by the City that the Council make no change in these rates.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

[illegible]

[illegible] because of lack of a quorum, a meeting of the City Council was held on the above date.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 23, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, September 23, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen L. Lyons Lee, Walter I. Abernethy, Earl W. Eller, C. Fred Brown, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A petition was presented to the Council signed by approximately sixty residents of Belmont Avenue and vicinity in West Asheville objecting to drainage of surface water and storm sewage in this area as a health menace and a breeding place for mosquitoes.

Councilman Lee moved that this petition be referred to the City Manager to be handled through the Health Department. This motion was seconded by Councilman Brown, and unanimously adopted.

Resolution authorizing Mayor to enter into agreement extending prior lease with Murro Chemical Company for old incinerator on Riverside Drive was on motion of Councilman Eller, seconded by Councilman Lee, unanimously adopted. Complete copy of resolution will be found in Resolution Book 2, page 501.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

AGREEMENT EXTENDING PRIOR LEASE

THIS AGREEMENT, made and entered into this 23 day of September, 1948, by and between CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the LESSOR, and MURRO CHEMICAL COMPANY, a corporation, hereinafter called LESSEE;

WITNESSETH:

THAT WHEREAS, on the 11th day of December, 1947, the parties hereto entered into a certain lease, which is on file in the office of the City Clerk, whereby the Lessor leased to the Lessee for a period of two years, beginning on the 15th day of December, 1947, and ending December 15, 1949, the premises known and described as follows: The old incinerator building on Riverside Drive in the City of Asheville; and

WHEREAS, said lessee plans to make considerable expenditure of money for improvements to said premises, which will be of ultimate benefit to said lessor; and

WHEREAS, the parties have agreed to extend the period for which the said premises were leased.

NOW, THEREFORE, it is mutually agreed that the premises described in the lease above referred to are hereby leased unto the said lessee for the additional term of three years, beginning the 15th day of December, 1949, and ending the 15th day of December, 1952, at the rental specified in the above described lease, payable at the times and under the conditions therein set forth; and that all of the terms, conditions, and covenants set forth in the above described lease apply to the additional period of extension as fully as if set forth herein.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused these presents to be executed in its name by its President, its corporate seal to be hereunto affixed, duly attested by its Secretary, all by authority of its Board of Directors duly given.

CITY OF ASHEVILLE

Attest:

By C. E. Morgan
Mayor

Margaret Simmons
City Clerk

Murro Chemical Company

Attest:

By
President

Secretary

RESOLUTION authorizing the issuance of tax anticipation notes of the City of Asheville in the sum not exceeding $215,000.00 was upon motion of Councilman Mulvaney, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 2 page 502.

NING COMMISSION -

City Manager Burdette presented to the Council the resignation of Walter J. Damtoft as a member of the Planning and Zoning Commission of the City of Asheville.

September 13, 1948

Mr. P. M. Burdette,
Asheville City Manager,
City Hall Building,
Asheville, North Carolina.

Dear Mr. Burdette:

It has been a pleasure to have been permitted to work with the City Planning and Zoning Commission and I wish that I could have made a greater contribution to their work. The project is one of tremendous importance to the future development of Asheville.

Because the situation, which has prevented my attending as many of the meetings as the importance of the project calls for, will continue, I hereby submit my resignation effective as early as you feel would be appropriate.

Best wishes,

Sincerely,

W. J. Damtoft

Councilman Lee moved that the resignation be accepted with regret, and that the appreciation of the Council for the contribution he has made to the City Planning Commission be conveyed to Mr. Damtoft. This motion was seconded by Councilman Mulvaney and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 30, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, September 30, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, E. W. Eller, C. Fred Brown, Walter I. Abernethy, L. Lyons Lee, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A petition was presented to the Council signed by twelve property owners and residents of the lower end of Burton Street requesting that the name of the lower end of Burton Street be changed to "Dorchester Extension" or "Florida Place".

Councilman Brown moved that this petition be referred to the City Manager for investigation and report. This motion was seconded by Councilman Lee and unanimously adopted.

Resolution establishing parking meter zones was upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 503.

AGREEMENT - HUNSDO
RADIO RELAY STATION

Resolution authorizing Mayor to execute agreement with Hunsdon Cary and wife for the use of their property on Rich's Knob in Haw Creek Ward as a radio relay station was upon motion of Councilman Lee, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 504.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS PERMIT, Made and entered into this 23 day of September, 1948, by and between HUNSDON CARY and wife, MARY CARY, parties of the first part, and the COUNTY OF BUNCOMBE and the CITY OF ASHEVILLE, parties of the second part, both bodies corporate and politic in the State of North Carolina,

W I T N E S S E T H:

WHEREAS, under provisions of Chapter 262 of Public, Local and Private Laws of 1941, the City of Asheville and the County of Buncombe have established a commission known as "The City-County Radio and Identification Bureau Commission", which commission now operates and has custody and control of all radio equipment in operation in said City and County by the Police Department of the City of Asheville and the Sheriff's Department of Buncombe County; and

WHEREAS, said commission, in the installation of any radio equipment for said Police and Sheriff's Departments has found it convenient to erect and maintain a radio relay station in order to obtain complete radio coverage of the entire county; and

WHEREAS, the parties of the first part have agreed to permit said parties of the second part to use the top of Rich Mountain for the erection of a small building, antenna tower and right-of-way from the Scenic Highway, which adjoins the property hereinafter described, to said building and tower;

NOW, THEREFORE, said parties of the first part do hereby permit said parties of the second part to use the top of Rich Mountain, lying and being in Buncombe County, North Carolina, together with a right-of-way running from the present Scenic Highway along the road now laid out to the top of Rich Mountain, and together with the right to enter upon said property, when reasonably necessary, for the purpose of maintaining said antenna tower to be constructed adjoining said building and radio transmitting equipment to be installed in said building.

IT IS AGREED by said parties of the first part that they will permit the construction of such power line or lines as may be found necessary by the Carolina Power & Light Company, for the operation of said radio relay station, said lines to be built from the most convenient point available for connection by said Carolina Power & Light Company.

IT IS EXPRESSLY AGREED that this permit is executed in order that said parties of the second part may maintain a radio relay station as above set forth and that said premises shall not be put to any other use without the written consent of the parties of the first part; but said antenna and equipment shall be removed whenever so requested by the parties of the first part, their assignees or devisees.

IT IS FURTHER AGREED that the parties of the second part will erect a substantial gate at the foot of Rich Mountain, the same to be provided with a strong lock and two keys, one of said keys to be kept by each of the parties hereto.

IN TESTIMONY WHEREOF, the said parties of the first part have executed this permit in triplicate originals, and the County of Buncombe and the City of Asheville have caused these presents to be executed by the Chairman of the Board of County Commissioners and by the Mayor of the City of Asheville, attested by the Clerk of said Board and by the Clerk of the City Council of the City of Asheville, and their corporate seals thereto attached, all by resolution of each of said governing bodies duly adopted, this the day and year first above written.

_____(SEAL)

_____(SEAL)

COUNTY OF BUNCOMBE

ATTEST:

By_____
Chairman of the Board of County Commissioners of Buncombe County, N. C.

_____
Register of Deeds and Ex Officio Clerk.

CITY OF ASHEVILLE

ATTEST:

By C E Morgan
Mayor

_____
City Clerk

Mr. Francis J. Heazel, President of the Asheville Industrial Promotion Council, presented to the Council a resolution adopted by the Executive Committee of the Asheville Industrial Promotion Council requesting the City to file an intervenor with the Federal Power Commission in the case in which the Piedmont Natural Gas Corporation has petitioned the Federal Power Commission for a certificate of public convenience and necessity which will authorize the laying of a trunk natural gas pipe line from Texas through North Carolina to Virginia.

Mr. Heazel and Mr. Thomen spoke briefly in behalf of said resolution.

Mr. W. G. Holmes, representing the Appalachian Coals, and Mr. Harold Stevens spoke in opposition to the filing of said intervenor.

Action was deferred on this matter for one week, and the City Manager was requested to gather available information on the natural gas situation for presentation at the next meeting of the Council.

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 7, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, October 7, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, F. M. Mulvaney, C. Fred Brown, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible] L. Seely, Jr. -
RESIGNATION

The resignation of Fred L. Seely, Jr. as Vice-Mayor and as a member of the City Council was presented to the Council.

October 6, 1948

To the Honorable Mayor and
City Council of the
City of Asheville,
North Carolina.

Gentlemen:

Inasmuch as I have been recalled to active service in the Naval forces of the United States for an extended period of time, there remains no choice for me except to resign my office as Vice-Mayor and as a member of the Council of the City of Asheville.

This I do with the deepest regret since I am sensible of the responsibility and trust placed in me by the citizens of my home community in the last municipal election and during the period of my service as Vice-Mayor. I regret the necessity of my resignation all the more deeply because it will remove from civic office an individual representative of the will of the younger members of Asheville's voting population, who had striven with such determination for their concept, and mine, of good and efficient government.

The endeavor upon which I have now entered is of a duration and a consequence which no man may know, and rests, with the fate of this our nation, in the hands of a great and merciful God. It may be long before I am permitted once again to return among you permanently, but I promise that my thoughts and heart and home will rest in Asheville, for whose progress and welfare I shall earnestly and frequently pray.

Sincerely,

Fred L. Seely, Jr.

Councilman Brown moved that the resignation of Mr. Seely be accepted with regret. This motion was seconded by Councilman Abernethy and unanimously adopted.

Councilman Mulvaney moved that action on the election of a Vice-Mayor and filling the vacancy caused by the resignation of Mr. Seely be deferred until the next meeting of the Council. This motion was seconded by Councilman Eller and unanimously adopted.

[illegible]
[illegible] - LEASE

Resolution authorizing the Mayor to execute lease with General Outdoor Advertising Company was upon motion of Councilman Mulvaney, seconded by Councilman Brown, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 505.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

L E A S E

THIS LEASE, entered into this the 1st day of October, 1948 by and between the CITY OF ASHEVILLE, party of the first part, and GENERAL OUTDOOR ADVERTISING COMPANY, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part, for and in consideration of the sum of $15.00 to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, that property known as Lot 106, Sheet 4, Ward 4. This lease is made for the specific purpose of allowing the party of the second part to erect and maintain on said property one panel signboard.

It is agreed between the parties hereto that if the party of the first part, through its authorized agent, should deem it necessary to use the above mentioned lot for other purposes, this lease shall then be void.

It is further agreed between the parties hereto that for the panel signboard the lessee, party of the second part, shall pay to the party of the first part the sum of $15.00 per year.

This lease shall be in force and effect for a period of one year from this date with the exception above made.

CITY OF ASHEVILLE

ATTEST:

By C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

GENERAL OUTDOOR ADVERTISING COMPANY

APPROVED AS TO FORM:

By_____

R. W. Wells
CORPORATION COUNSEL

CITY HALL - [illegible] SPACE
BY UNITED STATES OF AMERICA

Resolution authorizing Mayor to execute supplemental agreement with United States of America

was on motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 506.

SUPPLEMENTAL AGREEMENT

Lease No. VA4b(RE)-83-S-3

THIS SUPPLEMENTAL AGREEMENT made and entered into this 26 day of August nineteen hundred and 48 by and between City of Asheville whose address is Asheville City Bldg., Asheville, N. C. hereinafter called the Lessor and the UNITED STATES OF AMERICA, hereinafter referred to as the Government.

Whereas the parties hereto have heretofore entered into a certain lease dated November 19, 1946, whereby the lessor leased to the Government the following described premises:

Approximately 13,690 square feet of office space on the fourth and fifth floors of the Asheville City Building, located south of College Street, between Davidson Street and the City-County Plaza, next to and south of the Buncombe County Court House at Asheville, North Carolina, said space consisting of approximately 6,588 square feet of space on the fourth floor, designated as being the entire fourth floor and 7,102 square feet of space on the fifth floor, designated as being the entire fifth floor.

Whereas said lease was amended May 7, 1947 to relinquish approximately 7,102 square feet being the entire fifth floor of said building, effective May 31, 1947; and

Whereas, said lease was further amended February 24, 1948 to relinquish approximately 2,298 square feet of space being described as rooms numbered 418, 417, 416, 415, 414, 413, 411, and the eastern part of room number 410 in said building; and,

Whereas it is desired to amend said lease to provide for the relinquishment of approximately 1,556 square feet of space, being identified as all of the space on the fourth floor of the said building covered by the lease except rooms numbered 401, 402, 403, 419, 420, 421, 422, 423 and partitioned lobby space designated as room number 400.

NOW, THEREFORE, the parties hereto do hereby amend said lease effective October 31, 1948, in the following respects:

1. Paragraph two (2) on page one (1) of said lease is hereby amended so as to recite as follows:

"2. The lessor hereby leases to the Government the following described premises, viz.

Approximately 2,732 square feet of office space on the fourth floor of the Asheville City Building, located south of College Street, between Davidson Street and the City-County Plaza, next to and south of the Buncombe County Court House at Asheville, North Carolina, said space being designated as rooms numbered 401, 402, 403, 419, 420, 421, 422, 423 and partitioned lobby space now numbered room 400, all of said space being indicated within the red lines on the attached plat, which is hereby made a part hereof, to be used for Governmental purposes".

2. Paragraph seven (7) on page two (2) of said lease is hereby amended so as to recite as follows:

"7. The government shall pay the Lessor for the premises rent at the following rate: $166.30 per month, payable at the end of each month".

It is further mutually understood and agreed by and between the said parties, that all of the other terms, conditions and provisions of said lease, as amended, shall be and remain in full force and effect, as therein provided.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In the presence of:

CITY OF ASHEVILLE, NORTH CAROLINA

By _____ Mayor

_____ Address

UNITED STATES OF AMERICA

By _____
C. F. Lewis, Director
Construction, Supply & Real Estate
Service Veterans Administration,
Branch Office 4

I, _____ certify that I am the City Clerk of the corporation named as Lessor in the attached lease; that C. E. Morgan who signed said lease on behalf of the Lessor, was then Mayor of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ City Clerk (Corporate) (Seal)

City Manager Burdette reported, pursuant to request of the Council, that he had investigated the natural gas situation with the North Carolina Utilities Commission and the Federal Power Commission, and that so far as he was able to determine the Piedmont Natural Gas Company is a reliable company, and that in his opinion residents of Asheville are in favor of the project.

Resolution authorizing Mayor and City Manager to intervene in Docket G-1105 at a hearing before the Federal Power Commission in the matter of Piedmont Natural Gas Corporation, for a certificate of public convenience and necessity was upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book # 2 page 507.

Mr. Julian A. Woodcock, Jr., representing local coal dealers, spoke briefly stating that the people should be advised that it will probably be some time before natural gas is available, so that the smoke abatement program may go forward without hindrance.

City Manager Burdette reported that since the new highway in conjunction with the West Asheville bridge will go through Burton Street he did not think it advisable to make any change in the name of Burton Street at this time.

Rev. Lee Tuttle, Rev. Perry Crouch, and Rev. H. V. Lofquist, representing the Asheville Ministerial Association, appeared before the Council with the request that the Council do everything in its power to aid the people who have been displaced by the construction of the new West Asheville bridge. They further requested that the local Housing Authority be reactivated.

Mayor Morgan told the committee that the Council is keeping in touch with the situation and wanted to do something about it.

City Manager Burdette told the Council that he would undertake a full and complete report on the housing situation, which report will be made ready for the next meeting of the Council.

There being no further business, the meeting was on motion adjourned.

C. E. Morgan MAYOR

Margaret Simmons CITY CLERK

Thursday, October 14, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, October 14, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, L. Lyons Lee, C. Fred Brown, Earl W. Eller, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Upon motion of Councilman Eller, seconded by Councilman Mulvaney, the name of Mr. James P. Adams was placed in nomination as a member of the City Council to fill the vacancy caused by the resignation of Mr. Fred L. Seely, Jr. Upon motion of Councilman Brown, seconded by Councilman Lee, nominations were unanimously closed. Whereupon, a vote was taken and Mr. James P. Adams was unanimously elected as a member of the City Council.

The oath of office was administered to Mr. Adams by Mr. J. B. Swain, Clerk of the Superior Court, and Mr. Adams was invited to take a seat with the Council.

A letter was presented to the Council from Mr. J. W. Byers, Secretary of the Asheville City School Board, requesting the City Council to have a fireman on duty during school hours at the William Randolph School and the Asheland Avenue School, and further requesting consideration of a program to improve the physical condition of certain school buildings.

Councilman Lee moved that this matter be referred to the City Manager and Director of Public Safety for investigation and report back to the Council. This motion was seconded by Councilman Eller and unanimously adopted.

A petition signed by several hundred citizens in the Southside, Water Street and Walton Street section was presented to the Council, requesting the City to take up with the White Transportation Company the matter of bus service to this section.

Councilman Mulvaney moved that the City Manager take this matter up with the White Transportation Company to see what can be worked out. This motion was seconded by Councilman Brown and unanimously adopted.

Councilman Lee placed in nomination the name of Councilman C. Fred Brown as Vice-Mayor to fill the vacancy caused by the resignation of Mr. Fred L. Seely, Jr. This motion was seconded by Councilman Mulvaney. Councilman Eller moved that the nominations be closed. This motion was seconded by Councilman Abernethy and unanimously adopted. Whereupon, a vote was taken and Mr. C. Fred Brown was unanimously elected Vice-Mayor.

City Manager Burdette presented members of the Council with a comprehensive report made to the Council by the Coal Producers' Committee on Smoke Abatement, said report including a survey of plants, units and equipment in the city with favorable and unfavorable comments in the program in general.

Petition was presented to the Council by Norburn Hospital, Incorporated requesting the amendment of the zoning ordinance so that both sides of McDowell Street from the viaduct to Grindstaff Street be designated as business instead of residential property.

Councilman Eller moved that this petition be referred to the Planning and Zoning Commission for study with report and recommendations to be made back to the Council. This motion was seconded by Councilman Abernethy and unanimously adopted.

[illegible] BY JOHN

Petition was presented to the Council by John B. Rumbough, Ernest M. Coggins and James O. Duckett requesting the amendment of the zoning ordinance so that approximately five acres of the Rumbough property on Montford Avenue at the edge of the city limits be designated as industrial instead of residential, in order that a ten year lease for a riding academy, stables and ring already negotiated can be placed in effect.

Councilman Brown moved that this petition be referred to the Planning and Zoning Commission for study with report and recommendations to be made back to the Council. This motion was seconded by Councilman Mulvaney and unanimously adopted.

HOUSING SITUATION - REPORT
BY CITY MANAGER BURDETTE

In compliance with a request from the Council, City Manager Burdette made a report on the housing situation in the City of Asheville.

In his report Mr. Burdette stated that approximately 1,000 family units of housing have been erected in Asheville and vicinity during the last thirty months. A review of the Asheville Housing Authority was presented in a letter from Verne Rhoades, former chairman of the Authority. Conference with FHA indicated that $700,000 previously granted the authority by the United States government is again available but only under the terms of the original contract. Mr. Burdette further stated that two private interests are now working on housing projects under the McCarthy Act, which provides for a 90 per cent guaranteed loan with a five and one half per cent guaranteed return on the investment.

Mr. Burdette recommended that the Housing Authority be reactivated, explaining that the Housing Authority has a great deal more power than the city in the matter of housing and that the reactivation of the Housing Authority would put it in a position to take advantage of any Federal legislation which may be passed by the next Congress.

Rev. Lee F. Tuttle, Captain E. V. Farmer of the Salvation Army, and Mrs. L. B. Heffner of the Children's Welfare League spoke briefly in regard to the immediate problem of displaced persons caused by the removal of families from the right-of-way of the West Asheville bridge.

Discussion was had on this matter, and several suggestions were advanced including the possibility of using the old jail building and the old Bingham School property for this purpose. Mr. Weir stated that every effort would be made to handle the individual cases when they were presented.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 21, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, October 21, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen L. Lyons Lee, James P. Adams, Earl W. Eller, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

The City of Asheville Planning and Zoning Commission recommended that there be no change in the districting of frontage on McDowell Street as requested in the petition of Norburn Hospital.

ZONI

The City of Asheville Planning and Zoning Commission recommended that there be no change in the districting of Lot 1, Sheet 4, Ward 3 as requested in the petition of John Rumbough, Ernest M. Coggins and James Duckett.

City Manager Burdette presented a report from the Director of Public Safety in regard to the fire situation at Randolph School and Asheland Avenue School, which report indicated that in view of the steps now being taken the placing of firemen at the schools would not improve the situation sufficiently to justify it.

Councilman Lee moved that this report be accepted. This motion was seconded by Councilman Eller and unanimously adopted.

City Manager Burdette read a letter from Joel Adams, president of the Asheville Colored Hospital, requesting the Council to consider a further contribution to the hospital to make up a deficit caused by handling city certified patients.

The City Manager was directed to invite Mr. Adams to appear at the next meeting of the Council to present the facts in this matter.

Councilman Eller moved that a public hearing in relation to the two petitions now on file with the Clerk for amendment to the Zoning Ordinance be held at the regular meeting of the City Council on Thursday, November 18th, at 4 o'clock p. m., and that notice of such hearing be advertised according to law. This motion was seconded by Councilman Mulvaney.

Mr. Herschel Harkins and Mr. Kenneth Lee, representing the petitioners, spoke briefly and were in favor of said motion.

Whereupon a vote was taken, and the motion was unanimously adopted.

Claim for damages for personal injuries to A. C. Jackson was presented to the Council by James W. Regan, attorney. Upon motion of Councilman Eller, seconded by Councilman Lee, this claim was unanimously referred to the Corporation Counsel for investigation.

NORTH CAROLINA
BUNCOMBE COUNTY

NOTICE

TO the HONORABLE MAYOR, and COUNCIL of the City of Asheville, North Carolina:

You will please take notice that the undersigned, A. C. Jackson, of Buncombe County, North Carolina, by and through his attorney, James W. Regan, pursuant to Section #149 of the City Charter of the City of Asheville, hereby claims and demands damages of the City of Asheville as the result of personal injuries sustained by him on the 14th day of September 1948, on a public street in said City, as follows: That at about 8:00 o'clock P. M. on the hereinbefore stated date, the claimant, while walking toward Haywood Street from Morris Street on the left sidewalk of Brevard Road in the City of Asheville, at a point thereon where same was unlighted, stepped into a depression in said sidewalk and did stumble and fall and did thereby dislocate his hip and greatly sprain and bruise his right leg, his back, and other parts of his body. Said hole or depression in said sidewalk extended across the entire traveled portion thereof and ranged from 30 inches to 8 feet in width and was two inches and more in depth and the edges thereof were broken, jagged, and sharp and the bottom consisted of slick, jagged and sharp rocks. That the claimant had no knowledge of the dangerous condition of said unlighted sidewalk; that the City of Asheville had negligently permitted the hereinbefore described hole to remain as a hazard in said sidewalk for several months prior to the injury of the claimant without placing any warning lights or signals of any kind of its existence on said unlighted sidewalk.

The dangerous condition which was the cause of the above described accident resulted from the negligence of the City of Asheville, as hereinbefore related, and, that, as a consequence of the negligence of the City of Asheville, said City has greatly damaged the claimant, temporarily destroying his earning power, caused him to incur expense for medical attention, great inconvenience, pain and suffering, in the sum of Three Thousand ($3,000.00) Dollars.

The claimant, therefore, respectfully presents his claim for said amount through his counsel, and respectfully requests payment of same.

James Wm. Regan
Attorney for A. C. Jackson

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 28, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, October 28, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, F. M. Mulveney, C. Fred Brown, L. Lyons Lee, James P. Adams, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible] COUNCIL -
[illegible]

A communication from the Family Life Education Council was read requesting the Mayor to appoint two representatives from his staff to serve on this Council.

Upon motion of Councilman Eller, seconded by Councilman Mulvaney, Miss Augusta Barnett and Mr. Eric Hall were unanimously re-appointed to serve on the Family Life Education Council.

Mr. Joel Adams, president of the Asheville Colored Hospital, appeared before the Council and made a brief statement following up a letter which he wrote last week in regard to a deficit of $1700 occasioned by treatment of city authorized patients, and increased costs of operation.

Councilman Lee and Councilman Eller expressed sympathy with the problems of the institution, and Councilman Lee commended Mr. Adams in devoting his time to the institution. The Council agreed to refer this matter to the City Manager to see what funds are available in the budget for this purpose.

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 4, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, November 4, 1948 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, Walter I. Abernethy, F. M. Mulvaney, Earl W. Eller, L. Lyons Lee, C. Fred Brown, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Resolution authorizing City Manager to proceed with preliminary report for Tennessee Valley Authority relating to Sewerage Disposal System was upon motion of Councilman Lee, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 508.

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 11, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, November 11, 1948, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen L. Lyons Lee, F. M. Mulvaney, James P. Adams, Earl W. Eller, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

City Manager Burdette presented to the Council the resignation of Walter S. Adams as a member of the Board of Adjustment.

November 9, 1948

P. M. Burdette, City Manager,
City Hall,
Asheville, N. C.

Dear Mr. Burdette:

I am very sorry to be compelled to resign as a member of the Board of Adjustment effective at once. Five weeks ago my wife suffered a cerebral hemorrhage and as a result will be an invalid for an indefinite period.

This has so complicated my personal affairs that I am forced to withdraw, for a while, from outside activities that require time and energy.

Sincerely yours,

S/ Walter S. Adams
Walter S. Adams

Mr. Anthony Redmond,
Secretary Board of Adjustment

Upon motion of Councilmen Eller, seconded by Councilman Lee, this resignation was accepted with regret.

Resolution appointing member of the City of Asheville Board of Alcoholic Control was upon motion of Councilman Adams, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 509.

CHAS. T. MAIN, INC. - CONTRACT FOR

Resolution authorizing Mayor to enter into contracts with Chas. T. Main, Inc. for engineering services relating to water facilities was upon motion of Councilman Lee, seconded by Councilman Abernethy, presented to the Council.

In connection with the above resolution City Manager Burdette presented to the Council a long-range planning brief including expansion of the city's water utility; a construction program to bring the physical plants of the city school system up to standard; a sewage disposal plant and stream pollution program; a new airport; a public housing project; and park improvements, street improvement, Memorial Stadium, and music program in city schools; which projects would cost an estimated $11,000,000.00.

Since the City Council will consider today definite action on the plans for increasing Asheville's water supply, I think it well for me to briefly outline to you some of the major projects of real importance that will constitute the major long-range plan of development and growth of the city. And, while the City Council may not always have the statutory jurisdiction to initiate these projects, it is elected by the same people who will pay the bills for carrying them out.

(1) Careful appraisal of both actual and potential demands on Asheville's water utility show that it is not only desirable but imperative that the full resources of the North Fork storage facility be developed. This involves the erection of an impounding dam at a cost estimated at two and a half million dollars. Preliminary engineering studies show that the construction of this dam is feasible. The fact that the sharply rising curve of daily demand on the water facilities now in use has on several occasions in recent months placed the city on the edge of a precarious situation makes early action on this project imperative.

The erection of the North Fork impounding dam will make available an additional supply of water by conserving much of the large amount that now runs off unused during periods of rainfall. This conservation would store this water to augment the low periods of run off and would protect the city effectively against emergencies which would be created by a shortage.

In addition to this added protection of an adequate reserve supply of water, the North Fork impounding dam would make available a larger daily supply, [illegible] the city to use the lines from North Fork at much nearer capacity than at present.

The significance of this fact is that the development becomes a potential source of extra revenue which would tend to carry a major part of the debt service load occasioned by this development.

This would entail, of course, an additional expenditure for distributing lines to tap these new sources of revenue. Any long range program for extension of the city's water utility must of necessity include such lines to provide additional retail outlets.

Here again, the project holds revenue potentialities through stimulation of building in areas not now developed, particularly in the portion of the county outside the city limits, with a consequent rise in tax valuations. The city of course would benefit proportionately by this general increase in tax valuations. Therefore, it will be seen that this North Fork development, buttressed by sound anticipation of increased revenues, is a constructive step, which, when the health and safety factors are taken into consideration, must get highest priority.

(2) Without in the least lowering the pressing demand for immediate action to increase the city's water supply, it is necessary to face squarely certain current demands on the city's revenues arising from other critical situations.

Taking undisputed top rank on this list is the [illegible] of the physical plants in the city school system. This is of course a community problem, in that it vitally effects the welfare and progress of the community. It is not necessary in this report to make out a case for the importance of education in the progress of the community, nor is it the province of this report to say upon whom the responsibility for this improvement in the school plants falls. It is no secret that the city school authorities are laboring with problems that involve implications of potential disaster. Some 1,200 children of the community are housed in buildings that offer constant hazard from fire, the situation quickly approaches the intolerable. Therefore, the school plant problem assumes a position of transcendent importance. The cost and scope of the program needed to meet this situation with vigor and determination must be determined immediately and the citizens of the community must be informed. This is one instance where half-way measures will not suffice. This is our responsibility that the citizens of the community and their governmental units cannot escape. This is at least a two million dollar project.

(3) The third major problem which lies across the path of community development is that involved in disposal of sewage and stream pollution. Preliminary studies of this problem as it affects Asheville and the eleven special water and sewer districts outside the city indicates a cost of around two million dollars for facilities needed to achieve a minimum program for disposal of raw sewage. You are, of course, familiar with the demand that the city take steps toward an intelligent and effective solution of this problem. It is most probable that the pressure of this demand will gradually increase and any long range program for the city must consider means to meet this demand.

[illegible] outlined, there are a number [illegible] projects. They are sponsored by various [illegible] and could be financed from current [illegible] and excessive.

[illegible] items as: Improvement of Memorial [illegible], swimming pool for white people in east Asheville, [illegible], funds for a well-balanced music program in the city [illegible], involve only adjustments in the city's current [illegible].

[illegible], a City Hall would involve capital outlay beyond current [illegible]. Similarly, the need for a more modern and adequate airport for the [illegible]. The estimated figure of three million dollars required for [illegible] bracket from the standpoint of expenditure. The [illegible] rejected because the center of gravity is swinging in this [illegible]. Its achievement offers a challenge to the forward-[illegible].

[illegible] problem is one that involves many complications. Any partial [illegible] will certainly require the matching of funds for construction. [illegible] the City should enter the picture from this angle becomes therefore [illegible] after careful study.

[illegible], the five major projects of long-range importance as out-[illegible]:

1.	[illegible] water supply	2.5 Million dollars
2.	[illegible] sewers	2 " "
3.	[illegible] Hospital	3.5 " "
4.	[illegible] Airport	3.0 " "
5.	[illegible]	1 " "
	Total	11.0 Million Dollars

[illegible] relieves the city of the responsibility of leadership in [illegible]. During the months to come this leadership should be available [illegible] intelligent analysis of the situation and an accurate survey of the need in relation to [illegible] moving toward meeting that need.

[illegible], as with all the others outlined, the city government must supply [illegible] courageous action within the limits of the [illegible] pattern.

[illegible] resolution was unanimously adopted.
[illegible] resolution will be found in Resolution Book #2 page 510.

November 10, 1948

[illegible],
[illegible],
[illegible], N. C.

City of Asheville, N. C.
Additional Water Supply
Proposal for Engineering Services

[illegible]:

[illegible] records of the Water Department it is evident that the [illegible] of the City of Asheville has reached the limit of the present facilities [illegible] must be provided in the immediate future. With [illegible] the city has collected certain records and hydraulic data and has made [illegible] of the Burnett dam and reservoir site.

[illegible] assuming that all pertinent information will be made [illegible], I propose to do the following engineering:

A. Prepare a complete report in three parts:

   a. Present and future consumption, including present sources and safe yield

   b. Water works necessary to insure supply, including estimated cost and yield

   c. General report on rate structure of Water Department with recommended ways and means of financing new construction

B. Prepare designs and contract drawings, construction specifications [illegible] direction of cost of the Burnett Dam and Reservoir and a new supply line to [illegible].

"A" and "B" above are complimentary, each is incomplete without the [illegible]. Considering the urgency of the project each will be started at the same time [illegible] as follows:

For "A", the report, double payroll, plus expenses, plus $1000 fee, [illegible] total cost of the report, including the fee, not to exceed $9,000, [illegible] on presentation of statements.

For "B", contract drawings and specifications, a total sum of $[illegible], [illegible] three equal monthly payments as proposals for contracts.

The total of "A" and "B" is guaranteed not to exceed $25,500.

C. When and if money is made available for the construction of the project we will prepare complete working drawings for the total sum of $50,000, payable in monthly installments. In addition, during this period and during construction the principal in charge of the engineering will visit the site at regular intervals to generally supervise the work. For this service we are to be paid $[illegible] per day and expenses while away from the Boston office. We also offer the services of Dr. [illegible] F. Ulrich for consultation on foundations, cost and enhancement of reservoir and dam and construction generally. The charges for Dr. Ulrich's services will be $[illegible] per day and expenses.

D. The city will do all field engineering, inspection and accounting under the direction of a Resident Engineer appointed by Chas. H. Heim and paid for by the city at salary, plus 25%, plus expenses.

All of the above will, if approved, be incorporated in proper detail in a contract. However, in view of the extreme urgency and the necessity of completing the report and design drawings promptly, we will proceed with this work immediately if approved and countersigned by the City Manager.

Respectfully submitted,

Chas. H. Heim Inc.

By C. A. Monerieff
C. A. Monerieff

Accepted
City of Asheville, N. C.

By P. M. Burdette
City Manager

City of Asheville, N. C.

By C. E. Morgan
Mayor

Attest:

Margaret Simmons
City Clerk

There being no further business, the meeting was upon motion adjourned.

C E Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 18, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, November 18, 1948, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, James P. Adams, I. Iverson Lee, C. Fred Brown, Earl W. Eller, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel [illegible] Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible]

Claim for damages for personal injuries to Walter Jackson was presented to the Council. Upon motion of Councilman Eller, seconded by Councilman Lee, this claim was unanimously referred to the Corporation Counsel for investigation.

NORTH CAROLINA
BUNCOMBE COUNTY

CLAIM

To the Honorable Mayor and Council of the City of Asheville, North Carolina:

You will please take notice that the undersigned, Walter Jackson, of [illegible] McDowell St., Asheville, North Carolina, by and through Sanford W. Brown, his attorney, pursuant to section no. 149 of the city charter of the City of Asheville hereby claims and demands damages of the City of Asheville as the result of personal injuries sustained by him on the 8th day of November, 1948, on a public street in said City, as follows:

That about 5:00 o'clock P. M. on said date the claimant, a blind man, while walking Eastward on the sidewalk on the South side of Southside Avenue at a point immediately East of the intersection of said Avenue with Caston Street was by reason of the offset in said sidewalk and the absence of a guard rail at said place caused to fall approximately eight feet into Town Branch and on to some sharp, hor back rocks in the bottom of said branch; and that as a result thereof the undersigned claimant received the following injuries: his chest was badly mashed and bruised; his hands, arms, knees, and legs were badly skinned, sprained and bruised all to his great pain and suffering and disablement therefrom. The carelessness and negligence which was the cause of the above described accident resulted from the negligence of the City of Asheville in failing to replace the guard rail that had been at said place up to about three months before the claimant was injured by the absence of same; and, that, as a consequence of the negligence of the City of Asheville by negligently failing to replace said guard rail at said extremely hazardous place, said City has greatly damaged the undersigned claimant, temporarily destroyed his earning power, caused him to incur expenses for medical attention, great inconvenience, pain, and suffering, in the sum of One Thousand Five Hundred Dollars ($1,500.00).

The undersigned claimant, therefore, respectfully presents his claim for said amount through his counsel, and respectfully requests payment of same.

Sanford W. Brown
Attorney for Walter Jackson

...ent to the zoning ordinance to designate McDowell Street ... property was postponed due to the ... Hospital, was in court and unable to be present.

... held on the request of John Rumbough, Ernest W. Coggins and James O. ... Attorney, Russell Lee, that the zoning ordinance be amended so that approximately five ... be designated as industrial instead of residential, in order ... can be placed in effect.

... stated that the property was valueless for residential purposes and could only be ... developed as the riding academy project or something similar, said property ... would be tied up for something like fifty years without development.

... Pritchett, attorney for Highland Hospital, opposed any change in the zoning ordinance. ... protests were received in the form of letters and telephone calls from Dr. G. S. Tennent, Rev. Floyd ... and other residents of the Lenford section.

Mr. Anthony Redmond, secretary of the Planning and Zoning Commission, stated that the Commission had attempted this matter and recommended that no change be made in the zoning ordinance for the reason that the Commission felt that the zoning ordinance is an attempt to prepare Asheville for future growth, and that certain sections were designated as residential in the hope that these sections might be rehabilitated ... the growth of the community.

Councilman Lee moved that the Council accept the recommendation of the Planning and Zoning ... that the restrictions as to residential use be retained on this property. This motion was ... by Councilman Tyler and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

E. E. Morgan
MAYOR

Margaret Summerrow
CITY CLERK

... December 2, 1948 - 4:00 P. M.

... meeting of the City Council was held in the Council Chamber, ...

E. E. Morgan
MAYOR

Margaret Summerrow

... Monday, December 2, 1948 - 4:00 P. M.

... meeting of the City Council was held in the Council Chamber, City Hall, on Thursday, December 2, 1948, at 4:00 o'clock P. M. ... Mayor E. E. Morgan, presiding, and Councilmen Wm. Brad ... Earl B. Tyler, Jerome B. Jones, ... I. Lyons Lee, City Manager C. A. Burdette, Corporation Counsel ...

... minutes were read and approved.

... letter from Mrs. Erma Cain was presented to the Council ... Councilman Tyler, seconded by Councilman Adams, this claim ... Corporation Counsel for investigation.

Asheville, N. C., November 1, 1948

... Mayor and Council of the City of Asheville:

... of Asheville, residing in Asheville, North Carolina, by and ... hereby claim against the City of Asheville for personal ... hereinafter set out, to-wit:

... accident occurred on the 29th day of October, 1948.

... on the street in the extension of the North sidewalk of Chestnut Street.

... That at said time there was located in the pavement of said Flint Street ... the extension thereof extended across Flint Street, a ... in the said sidewalk as extended, said series of holes or depressions ir... extension sidewalk being 12 to 24 inches long, and 12 to 15 inches across, some of ... irregular, round, broken and irregular, and said series of holes or depres... prior thereto, which the said City knew of or had constructive know... ; ... walking down the North side of Chestnut Street when she came to ... Flint Street and she proceeded to walk across Flint Street in the location of the ... for the purpose of catching a public service bus, which was then at the bus ... in the intersection with Flint Street; that as she walked across said street in the ... she stepped into one of these holes or depressions in said sidewalk located ... causing her to lose her balance, and threw claimant violently and with great ... forward against the pavement of said sidewalk; that she did not know said series of holes ... depressions were in said sidewalk as extended and on this morning she could not see the same for that ... intersection had fallen in such volume that they covered the

... street or particularly this section of said street ...

4. CAUSE OF INJURY: That while claimant was in the exercise of ordinary care for her own safety and was trying diligently to avoid ... she was thrown violently forward into said street, ... her right knee and leg were broken, her knee cap ... bruised, ... and she was ... seriously ... permanently injured and ... at least ... 1, ...

... respectfully submitted, this ... day of ...

... Claimant

... Attorney for Claimant

... Trevor Worren announced that ... to ... the following ... Asheville:

John T. Rodgers
A. P. Rust
Joseph L. Vester
Ralph P. Grant
Rev. John P. Tyler

Councilman Lee moved that these ... be approved by the Council. This motion was seconded by Councilman Brown and unanimously adopted.

... City Manager Burdette presented to the Council the resignation of J. C. Arsel as a member of the Planning and Zoning Commission.

... 1, 1948

Mr. I. L. Burdette, City Manager
City of Asheville
Asheville, N. C.

Dear Mr. Burdette:

It is with a great deal of reluctance that I find it necessary to inform you that it will be impossible for me to serve any longer as Chairman of the City Planning and Zoning Committee.

My reason for this decision is due entirely to the fact that my ... time as ... of the Asheville Parcel.

I consider it an honor and a privilege to have served as Chairman of the Planning and Zoning Committee. I would further like to go on record and say that my association and contacts with all the other members of this ... have been very pleasant and harmonious. Likewise this statement goes for my contacts with you, the Mayor, the ... and employees of the City Council.

If I have been of any service to the City of Asheville and my community, I am glad.

Wishing you real success in your ... endeavors, I beg to remain

Sincerely yours,

J. C. Arsel

Action on this matter was deferred until the next meeting of the Council.

... petition signed by a group of residents in the Liberty and Elm Street sections was presented to the City Council requesting that the Council take steps to abate an alleged nuisance caused by a freight terminal operated by the Eastern Tennessee & Western North Carolina Trucking and Transport at the southwest corner of S. Liberty and Elm Streets, and requesting the Zoning Commission and City Council to designate all of Liberty Place, S. Liberty Street from Liberty Place to Elm Street and the south side of Elm Street from Merrimon Avenue to S. Liberty Street as a residential district.

Councilman Lee moved that this matter be referred to the City Manager and Director of Public Safety for investigation and report back to the Council. This motion was seconded by Councilman Abernethy and unanimously adopted.

[illegible] the request of Auburn Hospital that the zoning ordinance be [illegible] from the viaduct to Grindstaff Street as business instead of resi- [illegible].

[illegible], attorney for the Auburn Hospital, stated that since the petition had been [illegible] the change in the district adjacent to the Caldwell Street viaduct had been contested, [illegible] to the change, said property owners including the Asheville City School [illegible].

[illegible] spoke briefly in favor of said change.

[illegible] Secretary of the Planning and Zoning Commission, stated that the decision [illegible] to make a residential district was for the protection of the Auburn Hospital [illegible], and that if their property owners were in favor of the change that he [illegible] the Planning and Zoning Commission concurred with [illegible].

[illegible] spoke briefly in opposition to the change, stating that restrictive covenants could be placed in the [illegible] property.

[illegible] meeting was upon motion adjourned.

C E Morgan MAYOR

Margaret Timmons CITY CLERK

Thursday, December 9, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, December 9, 1948, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Walter I. Abernethy, James P. Adams, L. Lyons Lee, Earl W. Eller, F. M. Mulvaney, City Manager P. M. Burdette, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A petition was presented to the Council signed by property owners in the vicinity of College Street, Woodfin Street, Hollywood Street and Furman Court requesting that the operations of the Anz Brothers Construction Company on a lot on the north side of Woodfin and South side of Hollywood Street where it intersects with Woodfin and College Streets be declared a public nuisance.

Upon motion of Councilman Lee, seconded by Councilman Abernethy, this matter was referred to the Director of Public Safety and City Manager for investigation and report back to the Council.

City Manager Burdette presented to the Council a letter from Mr. J. O. Angel withdrawing his resignation as a member of the Planning and Zoning Commission.

December 8, 1948

Mr. P. M. Burdette, City Manager
City of Asheville
Asheville, N. C.

My dear Pat:

I have your letter of December 7th and have noted carefully all you have to say relative to my letter to you under date of November 18th tendering my resignation as Chairman of the City Zoning & Planning Committee.

Walter Abernethy has talked to me regarding this matter and some others as well and I have decided to continue on with this committee if I can be of any service to the City of Asheville.

With kind regards and best wishes, I beg to remain

Sincerely yours,

J. O. Angel

City Manager Burdette stated he had conferred with the property owners and lessees of the freight terminal at S. Liberty and Elm Streets and they had agreed to properly drain this property so it would not overflow, and to pave said property as soon as said work could be done.

There being no further business, the meeting was upon motion adjourned.

C E Morgan MAYOR

Margaret Timmons CITY CLERK

Thursday, December 16, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, December 16, 1948, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, F. M. Mulvaney, L. Lyons Lee, Walter I. Abernethy, Earl W. Eller, City Manager P. M. Burdette, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

[illegible]

A second petition signed by a group of residents in the Liberty and Elm Street sections was presented to the City Council requesting that the Council take steps to abate an alleged nuisance caused by a freight terminal being operated at the southwest corner of S. Liberty and Elm Streets. Mrs. A. M. Fancher and others spoke briefly in behalf of said petition.

This matter was referred to the City Manager and Corporation Counsel to see what can be done to relieve the situation.

[illegible]

Claim for damages for personal injuries to W. B. Ingle was presented to the Council by Joseph B. Huff, attorney. Upon motion of Councilman Eller, seconded by Councilman Mulvaney, this claim was referred to the Corporation Counsel for investigation.

State of North Carolina,
County of Buncombe.

W. B. Ingle, Claimant

-vs-

The City of Asheville, a municipal corporation, Defendant

NOTICE OF CLAIM FOR DAMAGES

TO THE CITY OF ASHEVILLE AND THE HONORABLE COUNCIL OF SAID CITY:

YOU WILL HEREBY TAKE NOTICE that the undersigned claimant files claim for damages against The City of Asheville for the sum of $65,000.00, for personal injuries received as a result of the negligence of said City, as hereinafter more specifically set forth:

1.

The said accident occurred on the 24th day of September, 1948, at or about 9:30 p. m., and the place of happening or infliction of such injury was on the West side of Merrimon Avenue, in said City, at the place where said Avenue crosses a stream flowing in a Westerly direction and near the intersection of said Avenue with Chatham Road and Murdock Avenue, and at or near the place commonly known as Woolsey Dip.

2.

The manner of the infliction of said injury was: That due to the negligence of The City of Asheville in allowing and permitting a much travelled street and a bridge being a part of said street, in a very congested area in said City, to be improperly guarded over a creek, with a sheer drop of fifteen feet from the curb on the street above to the creekbed below, there being no barrier, handrail, fence, guard, or protection whatsoever at said time and place, and said street and bridge being unlighted and very dark at said time and place, and there being no signal or warning device whatsoever, claimant, who had just alighted from, and walked to the front of, his automobile, stumbled against and tripped over the curb and was precipitated fifteen feet to the bottom of said creek and ravine, then and there striking his head against a jagged boulder or rock lying in said creek and suffering severe and permanent injuries.

3.

The character of the injury was: A fractured skull; serious and permanent injuries to the brain; lacerations and contusions of the head; serious and permanent injury to the right eye, resulting in impaired vision, and numerous other lacerations, contusions and bruises about the head and body of said claimant, all resulting in great pain and suffering to said claimant, and all to his great injury and damage.

4.

The amount of the damages claimed therefor is SIXTY-FIVE THOUSAND & NO/100 ($65,000.00) DOLLARS.

The foregoing notice is given you pursuant to the provisions of Sections 149 and 150 of the Charter as found in the Code of the City of Asheville, 1945, and Chapter 16, Sections 243 and 244, Private Laws of 1923, which aforementioned Private Laws are hereby expressly pleaded, together with all rights and privileges which inure to the benefit of this claimant.

Respectfully submitted,

W. B. Ingle
Claimant

Joseph B. Huff
Attorney for Claimant

December 16, 1948

REPORT OF CITY MANAGER ON PETITION FILED BY PROPERTY OWNERS IN VICINITY OF COLLEGE & WOODFIN STREETS

City Manager Burdette presented a report from Charles Vermid, Director of Public Safety, on

the petition filed by residents in the College and Woodfin Street section in which he indicated that the matter complained of was being settled.

City Manager Burdette informed the Council that the injunction which has held up work on the Carroll Avenue viaduct for several months has been dissolved, and that work can proceed on this project.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 23, 1948 - 4:00 P. M.

Because of a lack of a quorum no meeting of the City Council was held on the above date.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 30, 1948 - 4:00 P. M.

The City Council met in regular session Thursday, December 30, 1948, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, F. M. Mulvaney, L. Lyons Lee, Walter T. Abernethy, City Manager P. M. Burdette, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Resolution authorizing City Manager to purchase Riverside Park property from Carolina Power & Light Company was upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 511.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE

THIS INDENTURE, made and entered into this 1st day of July, A. D. 1948, by and between CAROLINA POWER & LIGHT COMPANY, a corporation organized and existing under and by virtue of the laws of the State of North Carolina, with its principal office in Raleigh, North Carolina, party of the first part, and CITY OF ASHEVILLE, a municipal corporation in the State of North Carolina, party of the second part,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, has given, granted, bargained, sold, conveyed and confirmed, and by these presents does give, grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, all that certain piece, parcel or lot of land, situate, lying and being within the corporate limits of the City of Asheville, Buncombe County, North Carolina, on the East bank of the French Broad River, known as Riverside Park Property, being part of Block 21 on the plat of the lands formerly belonging to the Asheville Loan, Construction and Improvement Company, recorded in Record of Deeds No. 89 on page 61, in said County, and being more particularly described as follows:

BEGINNING at a stake at the junction of the Northern boundary line of the lands formerly belonging to the estate of Wm. Johnston, deceased, with Riverside Drive and running thence with said boundary line South seventy-eight (78) degrees thirty (30) minutes West five hundred sixteen (516) feet to the French Broad River; thence down the French Broad River and with the meanderings thereof, the following courses and distances: North thirty (30) degrees West three hundred and eighty (380) feet; North twelve (12) degrees West two hundred and ninety (290) feet; North nine (9) degrees East three hundred twenty-nine (329) feet; North thirty-nine (39) degrees thirty (30) minutes East five hundred eight and eight-tenths (508.8) feet to the bridge across said river, heretofore called "Pearson's Bridge"; thence with said Bridge and the road South fifty-one (51) degrees forty-five (45) minutes East one hundred and seven (107) feet to a stake; thence still with said road North fifty-six (56) degrees forty-five (45) minutes East one hundred thirty-three (133) feet to a stake; thence continuing with said road South sixty-nine (69) degrees fifty-three (53) minutes East two hundred twenty and three tenths (220.3) feet to a stake on the West margin of Riverside Drive; thence with Riverside Drive the following courses and distances: South twenty-six (26) degrees two (2) minutes West three hundred and two and four tenths (302.4) feet to a stake; South thirteen (13) degrees West two hundred sixty-eight and three tenths (268.3) feet to a stake; South three (3) degrees East one hundred (100) feet to a stake; South nine (9) degrees East two hundred fifty (250) feet to a stake; South twenty-seven (27) degrees forty two (42) minutes East three hundred and six and one tenth (306.1) feet to the place of beginning, on the West margin of Riverside Drive, being the land described in a deed of conveyance from George W. Pack and wife to W. H. Penland, and others, dated December 9, 1895, and recorded in said County in Record of Deeds No. 95, on page 510, and being part of the premises conveyed to Asheville Electric Company by Inter-Montane Railroad Company, by deed dated the 19th of August, A. D. 1903, and recorded in said County in Record of Deeds No. 130, on page 192, et seq; subject to the rights-of-way for Riverside Drive and the roadway extending from Riverside Drive to Pearson's Bridge.

But this conveyance is made, subject to the rights, privileges, and easements reserved by the party of the first part, for itself, its successors, lessees and assigns, to go in, upon, over, across and under the said tract of land herein conveyed to maintain, operate and rebuild, in a proper manner, with structures of wood or steel poles and towers, wires and other necessary apparatus and appliances, three lines of structures for the purpose of transmitting power by electricity by one or more circuits, and supporting telephone wires of the party of the first part or any other company, together with the right at

all times to enter upon said premises for the purpose of inspecting said lines, making necessary repairs and alterations thereon, and rebuilding the same; the center line of each of the said electric lines, as now existing or as the same may be rebuilt, being the present center line of each of the three electric lines now located upon the said premises, as follows:

(1) That electric transmission line now extending over and upon the said premises in a course generally parallel to the French Broad River and at distances varying from 50 feet to 150 feet from the east bank of the said river;

(2) That electric transmission line now extending over and upon the said premises in a course generally parallel to Riverside Drive and at distances varying from one to ten feet from the western boundary of the said drive; and,

(3) That electric transmission line now extending over and upon the northern portion of the said premises, between Riverside Drive and the French Broad River;

The said lines may be rebuilt with structures of wood or steel towers or poles, which may be changed from one to the other from time to time, at the option of the party of the first part; with the right to make such changes, alterations and substitutions in said lines of structures from time to time as the party of the first part may deem advisable or expedient; together with the right to keep said rights-of-way clear of all structures, trees and undergrowth along that said line designated above as No. 1 for a space of twenty-five feet on each side thereof, and along each of the said lines designated above as No. 2 and No. 3, for a space of fifteen feet on each side thereof, respectively, with the further right to cut away and keep clear of each of the said three lines and attached wires all trees or other obstructions wherever located on said lands which, in the sole opinion of the party of the first part, might in any way, at the time of the cutting or within six years from said time, endanger the proper or safe operation of any one or more of the said lines; and subject, further, to the reservations of the party of the first part, for itself, its successors and assigns, that the lands and premises herein conveyed shall be in no wise altered or used in such a manner as to increase the danger of damage to the structures and equipment comprising said electric lines by the waters of the French Broad River, and that the poles, towers, wires and other apparatus and appliances now located on the said lands and as may be hereafter located thereon under the terms hereof, shall be and remain the property of the party of the first part, its successors and assigns, and may be removed by it at any time.

TO HAVE AND TO HOLD, subject to the reservations hereinbefore set forth, the above described land and premises, with all the appurtenances thereunto belonging or in anywise appertaining, unto the said party of the second part, its successors and assigns forever.

And the said party of the first part covenants to and with the said party of the second part, its successors and assigns, that the said party of the first part is lawfully seized in fee simple of said lands and premises and has full right and power to convey the same; that the said lands and premises are free from any and all encumbrances, except the reservations herein contained, and that it will and its successors shall forever warrant and defend the title to the said land and premises, unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused this deed to be signed in its name by its duly authorized officers and its corporate seal to be hereto affixed, by order of its Board of Directors, the day and year first above written.

CAROLINA POWER & LIGHT COMPANY

By L. V. Sutton
President

Attest:

Secretary
(Seal)

State of North Carolina
County of Wake

This the 20 day of July, 1948, personally came before me, Ethel Manders, a Notary Public of said County and State, L. V. Sutton, who, being by me duly sworn, says that he is President of Carolina Power & Light Company, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said L. V. Sutton acknowledged the said writing to be the act and deed of said corporation.

My commission expires:

March 10, 1949

Ethel Manders
Notary Public of said County and State

State of North Carolina
County of Buncombe

The foregoing certificate of _____, a Notary Public of _____ County, is adjudged to be correct. Let the instrument, with the certificate, be registered.

Witness my hand and official seal, this ___ day of _____, A.D. 1948.

Clerk Buncombe County

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 6, 1949 - 4:00 P. M.

The City Council met in regular session Thursday, January 6, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, L. Lyons Lee, Earl W. Eller, James P. Adams, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Resolution authorizing Mayor to enter into leases with Dr. H. E. Hinman, Dr. E. C. Clayton, and James T. Burnette for space in City Building was upon motion of Councilman Lee, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book # 2 page 512

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 6 day of January, 1949, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and Dr. H. E. Hinman, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 410, containing 922.8 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning December 1, 1948 and ending November 30, 1951.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $76.90 each in advance on the first day of each month beginning on the first day of December, 1948 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

12. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

City of Asheville

By C. E. Morgan
Mayor

Attest:

Margaret Simmons
City Clerk

_____ (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 6 day of January, 1949, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. E. C. CLAYTON, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 404, 405, and 406, containing 1,000 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning 1st day of January, 1949 and ending 31st day of December, 1951.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of One ($1.00) Dollar per square foot per year, payable in equal monthly installments of $83.33 each in advance on the first day of each month beginning on the 1st day of January, 1949 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

12. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

City of Asheville

Attest:

By C. E. Morgan
Mayor

Margaret Simmons
City Clerk

(SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 6 day of January, 1949 by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and JAMES T. BURNETTE, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: The entire space in the extreme northern end of the lobby or hallway of the first or main floor of the City Hall Building, Asheville, N. C., consisting of approximately 186 square feet of space behind or north of the existing service counter or partitions; together with the right to place stools immediately in front of or south of said service counter, together with the right to place one or more tables for the use of the customers of the lessee in front of or south of said service counter, the number and general location of said tables to be first approved by the City Official in charge of managing said City Hall Building; said premises to be used and occupied by the Lessee for the purpose of operating a sandwich shop and the general sale of soft drinks, cigarettes, candies, and other incidentals in connection with the operation of such a sandwich shop.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning the first day of January, 1949 and ending the 31st day of December, 1951.

3. The Lessee shall have the right to renew this lease for an additional two years upon the same terms and conditions as set out herein.

4. The Lessee shall pay the Lessor rent at the rate of Four Hundred Eighty and 0/100 ($480.00) Dollars per year, payable in equal monthly installments of $40.00 each in advance on the first day of each month beginning on the 1st day of January, 1949 and continuing for the period of this lease.

5. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

6. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

7. The Lessor shall furnish to the Lessee heat, water and electricity during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence; and the Lessee shall furnish his own janitor service, and agrees to keep said leased premises and the space immediately south of same used by his customers in a clean and sanitary condition.

8. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, customers, guests, or employees.

9. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

10. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture, dish-washing sinks and other equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by C. E. Morgan, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

Attest:

City of Asheville

Margaret Simmons
City Clerk

By C. E. Morgan
Mayor

(SEAL)

Resolution authorizing Mayor to execute quit-claim deed to Sam S. Conoly and William Judson Barnard, Executors of the estate of Mary Lee Memminger was upon motion of Councilman Mulvaney, seconded by Councilman Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 513.

Resolution declaring it advisable to obtain land or a right-of-way therein for the purpose of widening a portion of Carroll Avenue; adopting map or plan for same; and authorizing City Manager to negotiate with the owners to obtain same was upon motion of Councilman Adams, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book # 2 page 514.

Resolution appointing a Municipal Board of Elections for a period of two years was upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 515.

Mr. Charles G. Tennent, spokesman for a group of residents from the Pearson Drive and Montford Hills section, appeared before the Council to protest the plan to utilize the old Riverside Park property in connection with a reclamation project involving the earth-fill method of disposing of the City's garbage, on the grounds that such use would depreciate the value of the surrounding property, endanger the health and welfare of said property owners, and that said operation would be a nuisance.

City Manager Burdette suggested that a committee be appointed from the group to confer with him and the Director of Public Works regarding this matter.

Councilman Lee moved that a committee be appointed from the group to confer with the City Manager and Director of Public Works with the hope that relief may be given to residents of this section. This motion was seconded by Councilman Mulvaney and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 13, 1949 - 4:00 P. M.

The City Council met in regular session Thursday, January 13, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen L. Lyons Lee, Walter J. Abernethy, James P. Adams, Earl W. Eller, C. Fred Brown, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Mr. Harry E. Gruver, president of the Asheville Orthopedic Home, and a delegation representing the Junior Chamber of Commerce, appeared before the City Council to call attention to the March of Dimes, annual drive of the National Foundation for Infantile Peralysis.

Mayor Morgan assured the group that the City would participate as usual in the drive, and expressed the hope that the campaign would be oversubscribed.

City Manager Burdette announced the death of Mr. Robert E. Currence, City Accountant, and stated that Mrs. Mary Eudy is taking charge of the Accounting Department temporarily.

Mayor Morgan called the attention of the Council to the proposed Fine Arts Festival

for Asheville, and expressed the belief that it could be made into a fine thing to start the tourist season. Several members of the Council expressed similar views.

The Council stood a minute in silence as a tribute to Mr. Currence, after which the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 20, 1949 - 4:00 P. M.

The City Council met in regular session Thursday, January 20, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, C. Fred Brown, Walter I. Abernethy, I. Lyons Lee, F. M. Mulvaney, James P. Adams, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 27, 1949 - 4:00 P. M.

The City Council met in regular session Thursday, January 27, 1949, at 4:00 o'clock P. M. with Vice-Mayor C. Fred Brown presiding. Present: Councilmen Walter I. Abernethy, James P. Adams, Earl W. Eller, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Vice-Mayor C. Fred Brown.

The minutes of the previous meeting were read and approved.

A petition, signed by the residents of Bearden Avenue, was presented to the Council requesting that a street light be placed at the corner of Bearden Avenue and Short Street.

Upon motion of Councilman Adams, seconded by Councilman Eller, this matter was referred to the City Manager.

City Manager Burdette presented to the Council the resignation of Anthony Redmond as a member of the Board of Adjustment.

January 21st, 1949

Hon. Clarence E. Morgan, Mayor
City of Asheville
Asheville, North Carolina.

My dear Mayor Morgan:

Because there might arise a conflict between my status as Secretary of the City of Asheville Planning and Zoning Commission and that as Chairman of the Board of Adjustment, which has been created under the Zoning Ordinance of the City of Asheville, I deem it advisable and in the best interest of the City in its administration of the ordinance that I tender my resignation as a member and chairman of the Board of Adjustment.

I will, therefore, appreciate it if you will give prompt consideration to this matter and advise me of your acceptance of my resignation at an early date.

Respectfully,

Anthony Redmond

Councilman Eller moved that this resignation be accepted, which motion was seconded by Councilman Abernethy and unanimously adopted.

City Manager Burdette presented a report to the Council from the Planning and Zoning Commission recommending that the zoning map and zoning ordinance of the City of Asheville be amended to re-zone that portion of the property abutting on both sides of McDowell Street between the termination of the business district south of the intersection of Choctaw and McDowell Streets, as shown on said zoning map, and the industrial district at the intersection of McDowell Street and McDowell viaduct, as shown on said zoning map, from residential districts to business district.

To the Honorable Mayor and City Council
of the City of Asheville:

Pursuant to your request the City of Asheville Planning and Zoning Commission at a meeting duly and regularly called and held on January 7, 1949 gave consideration to the petition of Norburn Hospital, Inc. and other interested property owners to re-zone properties abutting McDowell Street from residential districts to business district.

Careful consideration was given by the Commission to said petition and to all factors involving the best interests of the property owners affected, as well as the welfare of the City of Asheville in general.

Upon motion duly made, seconded and unanimously carried it was resolved that the City of Asheville Planning and Zoning Commission recommends, as its final report on this subject, to the City Council that the zoning map and ordinance be amended as follows and in substantially the following form:

(1) That the zoning map and zoning ordinance of the City of Asheville, being Ordinance #322, be and is hereby amended so as to re-zone that portion of the property abutting on both sides of McDowell Street between the termination of the business district south of the intersection of Choctaw and McDowell Streets as shown on said zoning map, and the industrial district at the intersection of McDowell Street and McDowell Viaduct as shown on said zoning map from residential districts RA-5 and RA-6 to business district; that between the aforesaid limits the boundary of said business district on both sides of McDowell Street shall be the rear property line of lots of record as defined in said ordinance #322 abutting on McDowell Street; except that where said rear property line exceeds a distance of 250 feet from the front property line on McDowell Street, the boundary line of said business district with respect to any such lot shall be 250 feet from said front property line; and except further that the boundary of said business district with respect to property on the west side of McDowell Street between Victoria Road and said industrial district shall be 250 feet from the front property line on said west side of McDowell Street.

(2) And that the office of the City Engineer is hereby authorized and directed to make the above change in said zoning map.

Respectfully submitted,

Anthony Redmond
Anthony Redmond, Secretary of
City of Asheville Planning and
Zoning Commission

Councilman Abernethy moved that the recommendation and report of the Zoning and Planning Commission be accepted, and that the City Manager and the City Attorney be directed to prepare an ordinance complying with said Commission's recommendation to be placed before the City Council. This motion was seconded by Councilman Mulvaney, and unanimously adopted.

Resolution appointing members and alternate members to Board of Adjustment, filling vacancies therein, under ordinance #322, was upon motion of Councilman Mulvaney, seconded by Councilmen Adams, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 516.

There being no further business, the meeting was upon motion adjourned.

C. Fred Brown
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 3, 1949 - 4:00 P. M.

The City Council met in regular session Thursday, February 3, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, F. M. Mulvaney, James P. Adams, Walter I. Abernethy, C. Fred Brown, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #324, "AN ORDINANCE AMENDING SECTION 247 OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW FIRE LIMIT OR BOUNDARY TO BE KNOWN AS FIRE DISTRICT #5, was upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"	Councilman Eller voted "aye"
Councilman Mulvaney voted "aye"	Councilman Brown voted "aye"
Councilman Adams voted "aye"	Mayor Morgan voted "aye"

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 10, 1949 - 4:00 P. M.

The City Council met in regular session Thursday, February 10, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, C. Fred Brown, F. M. Mulvaney, Earl W. Eller, Walter I. Abernethy, City Manager P. M. Burdette, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #324, "AN ORDINANCE AMENDING SECTION 247 OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW FIRE LIMIT OR BOUNDARY TO BE KNOWN AS FIRE DISTRICT #5", upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Eller voted "aye"
Councilman Mulvaney voted "aye" — Councilman Brown voted "aye"
Councilman Adams voted "aye" — Mayor Morgan voted "aye"

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 17, 194[illegible] - 4:[illegible] P. M.

The City Council met in regular session Thursday, February 17, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen James P. Adams, L. Lyons Lee, C. Fred Brown, F. M. Mulvaney, Earl W. Eller, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel Robert W. Wells and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #324, "AN ORDINANCE AMENDING SECTION 247 OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW FIRE LIMIT OR BOUNDARY TO BE KNOWN AS FIRE DISTRICT #5", upon motion of Councilman Eller, seconded by Councilman Abernethy, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Lee voted "aye"
Councilman Mulvaney voted "aye" — Councilman Eller voted "aye"
[illegible] — Councilman Brown voted "aye"
[illegible] voted "aye"

ORDINANCE NO. 324

AN ORDINANCE AMENDING SECTION 247 OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW FIRE LIMIT OR BOUNDARY TO BE KNOWN AS FIRE DISTRICT #5

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That Section 247, Chapter III, Article [illegible], Building Code as contained in Ordinance [illegible] of the Code of the City of Asheville, be amended by adding a new fire limit or boundary which is hereby authorized, declared and established as Fire District #5 as follows:

Fire District No. 5: BEGINNING at the point where the northern margin of Swannanoa Road intersects the corporate limit line of the City of Asheville, running thence in a southerly direction with said corporate limit line crossing said Swannanoa Road and crossing the Swannanoa River to a point in and where said corporate limit line generally changes course from a southerly direction to a westerly direction; thence runs with said corporate limit line in a westerly direction to a point in and where said corporate limit line generally changes course from a westerly direction to a southerly direction; thence runs with said corporate limit line in a southerly direction to a point in and where said corporate limit line turns at a 90 deg. angle from said southerly or southeasterly direction to a north-easterly direction; thence, turns a 90 degree angle, and runs in a south-westerly direction with a line perpendicular to said corporate limit line 150 feet to a point; thence runs north-westerly and at all times parallel to and 150 feet from said corporate limit line to a point, which said point is opposite to, in a line perpendicular to Brook Street, and 150 feet from the point where the southern margin of said Brook Street (Sweeten Creek Road) intersects the corporate limit line; thence runs in a north-westerly direction and at all times parallel to and 150 feet from the southern margin of said Brook Street to a point in the south-eastern margin of Swann Street; thence runs south-westerly in and with the south-eastern margin of Swann Street to a point in the south-western margin of Angle Street; thence runs in a westerly direction in and with the southern margin of said Angle Street to a point in the eastern margin of Biltmore Avenue (Hendersonville Road); thence runs in a southerly direction in and with said eastern margin of Biltmore Avenue to a point in the north-western margin of Swann Street; thence runs with a line perpendicular to said eastern margin of Biltmore Avenue (Hendersonville Road) in a westerly direction to the corporate limit line; thence runs with said corporate limit line in a southerly direction to a point in the northern bank of the Swannanoa River; thence runs with said northern bank of said Swannanoa River in a north-easterly direction to a point in the southern margin of the viaduct known as the McDowell Street Viaduct; thence runs with the southern margin of Meadow Road; runs thence with said southern margin of Meadow Road in a south-westerly direction to a point, which said point is 150 feet from and in a line perpendicular to the south-western margin of McDowell Street (not the afore-mentioned viaduct) runs thence in a north-westerly direction at all times parallel to and 150 feet from said southwestern margin of McDowell Street 1050 feet to a point; thence runs in a north-easterly direction crossing said McDowell Street to a point in the north-eastern margin of McDowell Street, which said point is 262 feet measured along the northeastern margin of McDowell Street in a north-westerly direction from the intersection of the northeastern margin of McDowell Street with the western margin of St. Dunstans Road; thence runs in a south-easterly direction in and with the north-eastern margin of McDowell Street (and/or the McDowell viaduct) approximately 802 feet to a point; runs thence, leaving said margin of said viaduct, in a north-easterly direction in a straight line approximately 30

feet to the southern margin of Roebling Circle (unopened street); thence runs with said southern margin of Roebling Circle in a northeasterly direction to the western margin of Biltmore Avenue; thence crosses Biltmore Avenue in a straight line in a southeasterly direction to the point of the intersection of the eastern margin of Biltmore Avenue with the northern margin of Kenilwood Place; thence runs in a south-easterly direction with the southern margin of said Kenilwood Place approximately 160 feet to a point; runs thence in a southerly direction at all times parelled to and 150 feet from the eastern margin of Biltmore Avenue to a point, which said point is 150 feet, measured perpendicularly, from the northern margin of Bryson Street; thence runs in a southeasterly direction at all times parelled to and 150 feet from the northern margin of Bryson Street to a point, which said point is 150 feet, measured perpendicularly, from the northern margin of Swannanoa Road; thence runs in an easterly direction at all times parellel to and 150 feet from said northern margin of Swannanoa Road to a point in the corporate limit line of the City of Asheville; thence runs in a southerly direction with said corporate limit line to the point or place of BEGINNING.

Section 2. That this ordinance shall be in full force and effect fifteen days after date of publication.

Section 3. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

I move the adoption of the foregoing ordinance, this 3 day of February, 1949.

E. W. Eller
COUNCILMAN

SECONDED BY: W. I. Abernethy
COUNCILMAN

Read, approved and adopted, this 17 day of February, 1949, to become effective 6 day of March, 1949.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

ATTEST AS TO FORM:

Robert W. Wells
CORPORATION COUNSEL

Upon motion of Councilman Abernethy, seconded by Councilman Brown, Mrs. Robert W. Wells was named Acting City Clerk to serve in the absence of Miss Margaret Simmons.

This motion was unanimously carried.

Ordinance #325, "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", was upon motion of Councilman Brown, seconded by Councilman Mulvaney unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Lee voted "aye"
Councilman Mulvaney voted "aye" — Councilman Adams voted "aye"
Councilman Eller voted "aye" — Councilman Brown voted "aye"
Mayor Morgan voted "aye"

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Mrs. R. W. Wells
[illegible]

Thursday, February 24, 1949 - 4:00 P. M.

The City Council met in regular session Thursday, February 24, 1949, at 4:00 O'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, James P. Adams, F. M. Mulvaney, Earl W. Eller, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Coursel, Robert W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

...28, "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE ...SS, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE," was upon motion of ...ilman Brown, seconded by Councilman Mulvaney, unanimously passed on its second reading with the ...ing vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
...
Councilman Eller voted "aye"
Councilman Brown voted "aye"
...ayor Morgan voted "aye"

A delegation of journeyman plumbers, headed by Mack Smathers, appeared to protest against provisions of a City Ordinance which they claim is working an unreasonable hardship on them. The matter was referred to the Corporation Counsel for investigation and report.

...There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
Mayor

Mrs. R. W. Wells
ACTING CITY CLERK

Monday, February 28, 1949 - 11:00 A. M.

At the request of Mayor C. E. Morgan a special meeting of the City Council was held Monday, February 28, 1949 at 11:00 A. M., with Mayor C. E. Morgan presiding. Councilmen Walter I. Abernethy, C. Fred Brown, Earl W. Eller, Frank M. Mulvaney, City Manager P. M. Burdette, and Mayor C. E. Morgan. This meeting was held for the purpose of acting upon a resignation to be tendered by Councilman L. Lyons Lee, as a member of the present City Council and for the purpose, in event of acceptance of said resignation of said L. Lyons Lee, to elect a new member of the City Council to fill the vacancy for the remainder of the unexpired term of said L. Lyons Lee.

...all members of the City Council more than twelve hours ...meeting.

February 28, 1949

...

...special meeting of the City Council has been called by ...Asheville, to be held at 11:00 ...Council Chamber of the City Hall of the City of Asheville, on February 28, 1949 for the purpose of acting upon a resignation to be tendered by Councilman L. Lyons Lee, as a member of the present City Council and for the purpose, in event of acceptance of said resignation of said L. Lyons Lee, to elect a new member of the City Council to fill the vacancy for the remainder of the unexpired term of said L. Lyons Lee.

Yours very truly,

Mrs. R. W. Wells
Acting City Clerk

...was published in the Asheville Citizen one time prior to said meeting.

NOTICE

...special meeting of the City Council has been called by C. E. Morgan, Mayor of the City of Asheville, to be held at 11:00 o'clock A. M. in the Council Chamber of the City Hall of the City of Asheville, on Monday, February 28, 1949 for the purpose of acting upon a resignation to be tendered by Councilman L. Lyons Lee, as a member of the present City Council and for the purpose, in event of acceptance of said resignation of said L. Lyons Lee, to elect a new member of the City Council to fill the vacancy for the remainder of the unexpired term of said L. Lyons Lee. This the 26th day of February, 1949.

Mrs. R. W. Wells
Acting City Clerk
City of Asheville

Upon request, the Acting City Clerk read the following letter of resignation from Councilman L. Lyons Lee:

February 21, 1949

Honorable Clarence E. Morgan Mayor, and
Members of the Asheville City Council.

Gentlemen:

Acting upon the advice of my physician, and with many regrets, I herewith tender my resignation as a member of the Asheville City Council.

It was my hope that I might be permitted to serve my City until the expansion of our inadequate water system had been enjoyed by our people, and a metropolitan water district created to more satisfactorily supply the needs of the outlying areas. I had looked forward to a time when we could care for our sewage disposal in a manner that would fit into a general program for the purification of the streams of Western North Carolina. Also I was ambitious enough to hope that the time might soon come when the cooperative efforts of our citizens would make available a building to adequately house the libraries of our City. I know that these plans, and others, have been in the thoughts and minds of you gentlemen, and it will now become my privilege to view from the side-lines and applaud you in your earnest effort to make of Asheville a better place in which to live.

Before closing, I desire to pay tribute to the loyalty of the officials and employees of the City - to those men and women who, with so little, have accomplished so much. For after appropriating, under our debt funding program, such a large slice of our tax dollar the many other functions of government can only be accomplished through strict economy and careful planning.

To you members of the Council I am sincerely grateful for the many courtesies shown to me, and I will follow with pride as you extend the activities of the City to more abundantly serve the needs of our people.

Respectfully,

L. Lyons Lee

LLL:lw

Councilman Eller made a motion that the resignation be accepted and in seconding the motion, Councilman Abernethy paid tribute to the long years of faithful service given by Councilman Lee, as Councilman and stated that it was with extreme regret that he seconded the motion accepting the resignation. The motion was unanimously carried.

Mayor Morgan also praised Councilman Lee, stating that the Council would miss the advice and help that Councilman Lee had contributed to the Council over a period of twelve years.

Mayor Morgan asked for nominations of a Councilman to fill the remainder of the unexpired term of Councilman Lee. Councilman Fred Brown nominated Mr. Myron C. Peterson, as Councilman, to fill the unexpired term of Councilman Lee; Councilman Brown in stating the many qualifications of Mr. Peterson, declared that the business experience of Mr. Peterson would prove most valuable in the transaction of City matters as a City Councilman. This motion was seconded by Councilman Mulvaney and Mr. Myron C. Peterson was unanimously elected a member of the City Council.

The Oath of Office was administered to Mr. Peterson by J. A. Sweir, Clerk of Superior Court.

Mayor Morgan welcomed Councilman Peterson officially to the City Council.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
Mayor

Mrs. R. W. Wells
ACTING CITY CLERK

Thursday, March 3, 1949 - 4:00 P. M.

... Thursday, March 3, 1949, at 4:00 o'clock P. M. with Mayor ... presiding. Present: Councilmen C. Fred Brown, James F. Adams, F. M. Mulvaney, Earl W. Eller, ... City Manager P. M. Purdette, Corporation Counsel Robert W. Wells, and ... C. E. Morgan.

The minutes of the previous meeting were read and approved.

Ordinance #325, "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, ... "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", was upon motion of Councilman Brown, seconded by Councilman Mulvaney unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Adams voted "aye"
Councilman Mulvaney voted "aye" — Councilman Brown voted "aye"
Councilman Eller voted "aye" — Mayor Morgan voted "aye"

ORDINANCE #325

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning ordinance, being Ordinance #322, known as "AN ORDINANCE ..." be amended as follows:

That portion of the property abutting on both sides of McDowell Street between the termination ... intersection of Choctaw and McDowell Streets, as shown on said zoning ... at the intersection of McDowell Street and McDowell Viaduct, as shown on ... industrial districts HA-F and HA-C to business district; that be... in such business district or both sides of McDowell Street shall be ... defined in said ordinance #322 abutting on McDowell Street, ex... a distance of 250 feet from the front property line on Mc... industrial district with respect to any such lot shall be 250 feet from ... that the boundary of said business district with respect to pro... between Victoria Road and said industrial district shall be 250 ... said west side of McDowell Street.

Section 2. The City Manager is hereby authorized and directed to make the above ... .

Section 3. ... shall be in full force and effect fifteen days after date of pub... .

Section 4. ... ordinances in conflict herewith be and are hereby re... .

... ordinance, this 1st day of February, 1949.

C. Fred Brown
Councilman

SECONDED BY: Frank Mulvaney
Councilman

... of March, 1949, to become effective 20 day of March, 1949.

C. E. Morgan
MAYOR

Mrs. R. W. Wells
Acting City Clerk

... motion of Councilman Brown and seconded by Councilman Eller that a hearing be set for the next ... meeting of the Council, March 10, 1949, in regard to a proposal by the journeyman plumbers of the City, to mod... City Ordinance ... plumbing contractors and that Mr. Mac Smathers and Mr. Jack Rogers be notified ... .

... motion prevailed.

C E Morgan

Mrs. R. W. Wells
ACTING CITY CLERK

Thursday, March 10, 1949 - 4:00 o'clock P.

The City Council met in regular session Thursday, March 10, 1949 at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen C. Fred Brown, F. M. Mulvaney, James F. Adams, Earl W. Eller, City Manager P. M. Purdette, Corporation Counsel Robert W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Upon request, the Acting City Clerk read the following letter from the Agricultural ... Development Council requesting office space in the City Hall.

March 7, 1949

Mayor Clarence E. Morgan
City Hall
Asheville, N. C.

Dear Mayor Morgan:

The Executive Committee of the ... Asheville Agricultural Development Council, Inc., has authorized me, as Chairman of this organization, to make a request to the Asheville City Council for office space in the City Hall. Therefore, I respectfully submit a request for the following:

1. ... square feet, to be used by a ... and stenographer for the Council.

2. 900 square feet to be used as a council ... .

We sincerely believe ... of our city ... the ... needed ... .

... Respectfully yours,

... Lloyd ...

It was moved by Councilman Brown, seconded by ... that this matter be referred to the City Manager for investigation and report.

The following report was read to the Council by the Acting City Clerk in regard to ... plumbers ordinance.

March ..., 1949

City Council
City of Asheville

Gentlemen:

In re: Widening of Cherrall Avenue right-of-way

The undersigned, having been directed by the City Council to negotiate a purchase with the property owners affected by the widening of a portion of Cherrall Avenue, with a view to obtaining same for the City of Asheville for the purpose of said widening project, reports as follows:

1. That right-of-way has been obtained by the City of Asheville from Mr. ... across lots No. 7 and 8 of Sheet 5, Ward 1 by satisfactory agreements.

2. That satisfactory agreements have been obtained from the property owners of lots 26 and 26', Sheet 5, Ward 1.

...f-way ...ver lots #11, ... the ...wers of said ... unable to agree with ...

... lot 311, Sheet ...

... required by the City of ... the easement pertaining to ... ratified and confirmed.

... of me, in as much as I have ... the cost that there is no ..., I therefore, recommend to the ... ration and commence the ... with law, that portion of the ... in the widening of Carroll ...

... ctfully submitted,

... . Burdette
City Manager

... to cut a right-of-way over certain property ... relating to the widening and ... Councilman Adams, seconded by Councilman ...

... Page 517

... draws the Council's regard to a proposal to ... Council session, on the matter in order to hear ... behalf of the State Board of Heating and Plumbing ... motion was made by Councilman Adams, seconded ... plumbing and heating contractor; A. C. ... members of said Board in North Carolina, R. B. Robinson ... Morningman plumber, San Stevens ... contractor.

... matter was then motion adjourned.

Mrs. R. W. Wells
acting

C. E. Morgan
Mayor

Thursday, March 17, 1949 - 4:00 P. M.

... regular meeting Thursday, March 17, 1949, at 4:00 o'clock ... present: Councilmen F. T. Bulwinkle, Earl W. Eller, C. Fred ... Peterson, City Manager Council Robert W. Wells, and Mayor C. E. ...

... minutes were read and approved.

... petition of the Norwood Park section was presented to the ... Norwood Park-Norwood neighborhood be covered ... to health.

... that this petition be referred to the City Manager for ... Councilman Bulwinkle and unanimously adopted.

... the City Council and the Alcoholic Beverage Control ... their business houses and stores close.

... that the City Manager take this matter up with the Alcoholic ... Council. This motion was seconded by Councilman Peterson ...

Mr. Robert B. Williams, Jr., on behalf of the State Board of Heating and Plumbing Examiners, appeared before the Council to urge that no change be made in the plumbing ordinance requiring that a state license be secured before plumbing installations requiring a permit could be made.

Mr. William Sullivan, representing approximately forty journeymen plumbers, was also present and urged the Council to adopt the Uniform Plumbing Code.

At some discussion of the matter was had, and there appeared: J. C. Williams, plumbing and heating contractor, Jerry Cocur, plumbing and heating contractor, R. Arnett, journeyman plumber, and others.

Councilman Bulwinkle moved that this matter be referred to the City Manager and Board of Control to clear up the different points brought out during the discussion, and report at the next meeting. This motion was seconded by Councilman Eller and unanimously carried.

There being no further business, the meeting was duly adjourned.

Margaret Smimmons
City Clerk

C. E. Morgan
Mayor

... Asheville, North Carolina, ...

... Council: ... Mayor ... Councilmen ... Peterson, City Manager ...

... minutes of the ... meeting were read and approved.

City Manager ... the ... Board of Control ... the ... property ... the ... Council ... Board ... the ... Council ... Board ... the ... Council ... Board

G E Morgan

Margaret Simmons

L. E. Morgan

Margaret Simmons

L. E. Morgan

Margaret Simmons
CITY CLERK

L. E. Morgan

Margaret Simmons

C. E. Morgan

Margaret Simmons
CITY CLERK

Thursday, April 28, 1949 - 4:00 P. M.

The City Council met in regular session Thursday, April 28, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen M. C. Peterson, Walter I. Abernethy, Earl W. Eller, C. Fred Brown, Frank M. Mulvaney, James P. Adams, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

A communication was read from the Buncombe County Medical Society requesting that the Society be allowed to use the southwest corner of the mezzanine of the City Hall Building for the Medical library until such time as it can be properly housed in the proposed new hospital, and that the Society be allowed to use the Council Chamber for their regular monthly meeting.

Councilman Eller moved that the request be granted, provided the Society pays a nominal rent for heat and lights for the use of the mezzanine, the details of the use of the mezzanine and the Council Chamber to be worked out with the City Manager. This motion was seconded by Councilman Mulvaney and unanimously adopted.

Mr. S. G. Bernard, representing the prospective purchaser of two lots on the south side of Hiawassee Street, being Lots 110 and 111, Sheet 1, Ward 3, requested that the City release its interest in a two-foot strip of land heretofore conveyed to the city by W. A. James for an easement for the construction and maintenance of a storm sewer line from the auditorium property to Hiawassee Street.

City Manager Burdette explained that since the new auditorium has been constructed all surface water is carried off in a storm sewer main in another direction, and said easement is no longer needed.

Councilman Brown moved that the city release any interest it has in said property. This motion was seconded by Councilman Eller and unanimously adopted.

Claim for damages for personal injuries to Gertrude R. Brooks was presented to the Council by William J. Cocke, attorney. Upon motion of Councilman Eller, seconded by Councilman Adams, this claim was referred to the Corporation Counsel for investigation.

NORTH CAROLINA
BUNCOMBE COUNTY

BEFORE THE CITY COUNCIL

GERTRUDE R. BROOKS, Plaintiff
-vs-
CITY OF ASHEVILLE, Defendant

NOTICE OF CLAIM
FOR PERSONAL INJURIES

TO THE HONORABLE CLARENCE E. MORGAN, MAYOR, AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

YOU WILL HEREBY TAKE NOTICE:

1.

That on or about the 7th day of April, 1949, Mrs. Gertrude R. Brooks was injured in her person by falling on the sidewalk after stepping into a deep hole in the sidewalk on Wall Street within the corporate limits of the City of Asheville.

2.

This injury occurred in the forenoon at approximately 10:30 A. M. on Wall Street in the City of Asheville directly in front of a shop or store known as Rhetta Bollinger's.

3.

That the City of Asheville had negligently, carelessly and recklessly allowed said hole hereinbefore mentioned to exist in the public sidewalk travelled generally by the citizens of the City of Asheville in a dangerous condition; and that the City of Asheville was negligent in allowing said hole to exist; and said negligence caused the injury hereinabove referred to.

4.

That the nature of the injuries were as follows: a sprained ankle, bruises and abrasions, torn ligaments, chipped bones, shock, pain and mental anguish, all of a permanent nature; and that the said Mrs. Gertrude R. Brooks makes claim against the City of Asheville for damages to her person in the amount of $5000.

This the 27 day of April, A. D., 1949.

Respectfully submitted,

William J. Cocke
Philip C. Cocke, Jr.
Attorneys for Plaintiff

Claim for damages to the property of Charles J. Miller and wife, Edith Miller, was presented to the Council by W. M. Styles, attorney. Upon motion of Councilman Brown, seconded by Councilman Peterson, this claim was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

CHARLES J. MILLER and wife, EDITH MILLER
vs
CITY OF ASHEVILLE

C L A I M

TO THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Your claimants present herewith the following facts for the consideration of the Council, to-wit:

1.

That they are the owners of certain real estate located on Williams Street, in the City of Asheville, North Carolina, being identified as Lot #20, Sheet 16, Ward 3 as shown on the City Tax Maps.

2.

That on or about the 15th day of March, 1949, certain employees of the City of Asheville entered upon said property without authority or permission, digging through said property a ditch and burying therein a sewer line, which said sewer line still remains under the property of these claimants.

3.

That the placing of said sewer line beneath your claimants property, has resulted in damage to them in the amount of Four Hundred ($400.00) Dollars.

4.

Your claimants, therefore, present this claim in the manner provided by law for the amount of Four Hundred ($400.00) Dollars damages.

This the 28th day of April, 1949.

Respectfully submitted

W. M. Styles
Attorney for Claimants

Mr. T. A. Uzzell, Jr., spokesman for the Executive Committee of the Asheville Country Club, and residents of Kimberly Avenue, Country Club Road and Griffing Boulevard, appeared before the Council to request that the proposed 270 unit housing development in the Grove Park section be referred to the Planning and Zoning Commission in order that residents of the area could be informed and present their views of said development.

Mr. Stanford Webb also spoke in opposition to said development, and requested that no building permit be granted pending said hearing.

Mr. Richard L. Coleman, one of the sponsors of said project, agreed that the question should be studied by the Commission, but asked for a decision within a reasonable time, explaining that June 30th was the deadline for notifying the Federal Housing Administration regarding city approval of the project.

Councilman Brown moved that the Planning and Zoning Commission be requested to meet at their earliest convenience and have a public hearing on this matter, with a request for a recommendation to the Council within two weeks. This motion was seconded by Councilman Abernethy and unanimously adopted.

Claim for damages for personal injuries to John Owens was presented to the Council by James S. Howell, attorney. Upon motion of Councilman Abernethy, seconded by Councilman Peterson, this matter was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE HON. MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:

I herewith present claim to you as prescribed by the Charter of the City of Asheville, relating to actions and claims against the City, as is specifically set forth in Section 149 of the Charter, of the City of Asheville, described in the Code of the City of Asheville, 1945.

I am presenting this claim on behalf of John Owens, who was injured on April 2, 1949, in the City of Asheville, on what is known as Elsie Alley, street leading from Ralph Street to Depot Street, in said City.

The facts were that John Owens, an elderly man, had parked his automobile on Ralph Street, in order to transact business in the neighborhood of the Southern Railway passenger station section. There is a bridge over a branch, traversing Elsie Alley; when John Owens had just reached the point of the bridge, he heard a noise of a vehicle behind him, and reached forth and took hold of the cable or fence, erected and maintained by the City of Asheville, to protect pedestrians and vehicles crossing said bridge, at which time, to-wit, 4 p. m. on April 2, 1949, the guard rail collapsed, causing him to fall about 8 feet into the branch, resulting in personal injuries to his body.

John Owens sustained injuries to his chest and back, consisting of torn ligaments, suffered shock and exposure from being thrown into the branch, and was thereafter treated by Dr. L. O. Miller, Asheville physician.

The injuries sustained by John Owens continue to exist and on his behalf I respectfully make demand for damages in the sum of Fifteen Hundred ($1500.00) Dollars for personal injuries and medical expenses sustained by him.

Respectfully submitted, this the 28th day of April, 1949.

James S. Howell
Attorney for John Owens

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 5, 1949 - 4:00 P. M.

The City Council met in regular session Thursday, May 5, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen Earl W. Eller, M. C. Peterson, James P. Adams, Walter I. Abernethy, F. M. Mulvaney, City Manager P. M. Burdette, Corporation Counsel R. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

Councilman Abernethy introduced a resolution authorizing mayor to execute deed to Samuel J. Fisher, which resolution was, upon motion of Councilman Abernethy, seconded by Councilman Eller, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #2 page 523.

City Manager Burdette presented a report from the students of Lee Edwards High School who served as junior city officials and councilmen on Saturday, April 30th.

Councilman Adams moved that the Mayor write a letter of appreciation and thanks to the Junior Officials and to the Rotary Club, sponsor of Junior Officials' Day, and inviting the students to plan for a similar day next year, and that said report be made a part of the minutes of this meeting. This motion was seconded by Councilman Mulvaney and unanimously adopted.

LEE H. EDWARDS HIGH SCHOOL
Asheville, N. C.

April 30, 1949

To The Officials of the City of Asheville:

Dear Sirs:

Please allow us this opportunity to express our greatest thanks to you for making the unforgetable "Junior Officials' Day" possible. The experience that we gained from this memorable day will never be forgotten and will always hold a very deep place in our hearts. We realize more clearly the purpose of the City Government and how much support it needs from the citizens to carry on its great work. The day was a most helpful and enjoyable one. It gave us much experience and knowledge and we enjoyed the privilege very greatly.

In closing, let us wish you every success in carrying on the work of this fine city.

Junior Officials for 1949:

Paul W. Markwood, Jr. - Mayor
Frank Carter - City Manager
Tom Cole - Comm. of Public Works
Polly McDuffie - Comm. of Public Safety
Clayton McCracken - Fire Chief
Stuart Plummer - Police Chief

Junior Councilmen:

Joan Crowell
Phyllis Franklin
Betsy Lee
Jack Johnston
Charles Norman
Carroll R. Taylor

P. S. Please refer this to all officers who participated in Junior Officials' Day.

MINUTES OF THE JUNIOR CITY COUNCIL MEETING, SATURDAY MORNING, APRIL 30, 1949

The meeting was called to order by the Junior Mayor, Paul Markwood.

A motion was then made by Miss Joan Crowell that no minutes be read because this was the first meeting of the Junior Council. This motion was seconded by Mr. Jack Johnston and passed by the Council members.

A letter written by the Junior Mayor, Paul Markwood, complimenting the Junior Chamber of Commerce upon their sponsoring the Youth Jamboree was then read by the Junior Mayor.

The matter of making recommendations for improvements in the city was then gone directly into by the Council. Their recommendations were as follows:

1. Miss Joan Crowell recommended that more garbage cans of a better type be placed throughout the city. This motion was passed by the Council.

2. Some recommendations were made to the Department of Public Safety. They were as follows: That stop signs be placed in noticeable places in the streets of the city; the intersection of Clingman Avenue at the Dave Steel Company was mentioned in particular; that stop lights be placed at the intersections at the City Auditorium and at the intersection of Merrimon Avenue and Lexington and Broadway. These recommendations were made by Mr. Jack Johnston and passed by the Council.

3. More thought should be given concerning the traffic congestion in the city streets during the early morning and late afternoon hours.

4. The laws concerning jay-walking should be more strictly enforced.

5. More thought should be given the matter of improvement of the appearance of many of the residential areas of city along the entrances into the city.

6. Recommendations were made concerning our city parks. They are as follows: that better recreational facilities be provided in our parks, better tennis courts, etc.; that a nice place in a public park for dancing be established for the younger people of the city, namely the pavillion at Malvern Hills.

   The Council members wish it known that they realize and appreciate the fine recreational program already in effect, and feel that the public works department should be commended for it.

7. The council members voiced their disapproval of the changing of the name Edwin Place to Kimberly Avenue because of the sentimental and historical background.

The Junior Councilors then discussed the matters of Crime in this city and in the State of North Carolina; and the matter of smoke in the city.

The matter of recommending a name for the new bridge was then taken up. The junior City Manager, Frank Carter, then read a letter from the United Daughters of the Confederacy which stated that they were in favor of naming the bridge THE ZEBULON B. VANCE MEMORIAL BRIDGE. The letter was then discussed by the Councilors and they voiced their disapproval of this name.

Junior Councilor, Carroll Taylor then moved that we recommend the name of THE J. MELVILLE BROUGHTON MEMORIAL BRIDGE. This motion was passed by the Councilors. But the Council members wished it known that much interest on the part of the public should be created through the facilities of the local newspaper. The reason for our selecting this name was that he was the man who was responsible for appropriating the money for the bridge, and we felt that this would be only fitting.

As the meeting closed, the Junior Officials expressed, in behalf of the school, their deepest appreciation to the City of Asheville Officials, to the Rotary Club and to all who helped to make this a day that will live forever in the memory of those honored ones who had the marvelous opportunity of serving as a Junior City Official on the first Junior Official Day in our city.

Being no further business, the meeting was adjourned by the Junior Mayor, Paul Markwood.

Carroll R. Taylor
Junior City Clerk

Councilman Abernethy commended the Junior Officials upon their report and recommendations.

There being no further business, the meeting was upon motion adjourned.

C. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 12, 1949 - 4:00 P. M.

The City Council met in regular session Thursday, May 12, 1949, at 4:00 o'clock P. M. with Mayor C. E. Morgan presiding. Present: Councilmen F. M. Mulvaney, C. Fred Brown, James P. Adams, Earl W. Eller, M. C. Peterson, Walter I. Abernethy, City Manager P. M. Burdette, Corporation Counsel P. W. Wells, and Mayor C. E. Morgan.

The minutes of the previous meeting were read and approved.

JUNIOR CHAMBER OF COMMERCE - THANKS FOR HOSPITALITY

A resolution was read from the North Carolina Junior Chamber of Commerce expressing their thanks for the hospitality extended them during their Annual Convention.

CITY ELECTION

Mr. Burdette presented to the Clerk the certificate of election from the Board of Elections of the General Election held May 10, 1949, and same was directed to be spread upon the minutes and filed in the archives of the city:

CITY BOARD OF ELECTIONS

Asheville, N. C.

May 11, 1949

Mr. P. M. Burdette,
City Manager,
Asheville, N. C.

Dear Sir:

WHEREAS, on Tuesday, May 10, 1949, a General Election was held for the City of Asheville for the nominees of the City Primary held on April 19, 1949; and

WHEREAS, certificates of result of said election were certified by the election officials to the City Board of Elections, and to the Chief Executive Officer of the City of Asheville by 10:00 A. M. on May 11, 1949; and

WHEREAS, said City Board of Elections canvassed said official returns from all 24 city polling precincts; and

WHEREAS, the results of said election were read at the front door of the City Hall, and said canvass of said returns was made under oath by the City Board of Elections and filed with the Chief Executive Officer of the City of Asheville, to be kept in the archives of the city for public inspection, all in accordance with law;

NOW, THEREFORE, this is to certify that the canvass made of all the votes cast in said election, as tabulated by said Board of Elections is as follows:

For City Council - Democrat

Frank M. Mulvaney	received	1318 votes
Walter I. Abernethy	"	1223 "
James P. Adams	"	1221 "
Clarence E. Morgan	"	1218 "
Earl W. Eller	"	1217 "
Myron C. Peterson	"	1217 "
C. Fred Brown	"	1205 "
Vaughn Cannon	"	1 "
Clyde Bradley	"	1 "
Sol Reese	"	2 "
Tom Wrenn	"	2 "
Edwin Burge	"	2 "
Scott Dillingham	"	1 "
Paul Winchester	"	1 "
W. E. Cashett	"	1 "
S. J. Asbury	"	1 "
Walter S. Prescott	"	1 "
Leo Finkelstein	"	1 "
Paul Teal	"	1 "

and as a result of said tabulation the following seven men are hereby judicially determined and declared to be officially elected to the office of City Council for the City of Asheville:

Frank M. Mulvaney
Walter I. Abernethy
James P. Adams
Clarence E. Morgan
Earl W. Eller
Myron C. Peterson
C. Fred Brown

Respectfully submitted,

Paul S. Jones
Chairman

Geo. W. Mitchell
Secretary

H. R. Logan

STATE OF NORTH CAROLINA,
CITY OF ASHEVILLE,
COUNTY OF BUNCOMBE.

This day personally appeared before me Paul S. Jones, George W. Mitchell, and Harry R. Logan, Board of Elections for Asheville, who, being duly sworn, says that the statement of votes herein contained is true and accurate, according to the votes cast and counted at said precincts.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal, this 11th day of May, 1949.

Margaret Simmons
Notary Public

My commission expires:
Jan. 6, 1950

BRUCEMONT CIRCLE - PETITION TO BE EXTENDED

Mr. Don C. Young presented a petition from residents of Brucemont Circle and Majestic Avenue requesting that Brucemont Circle be extended to Haywood Road, doing away with the name Majestic Avenue, that the entire street be re-numbered, and that the small portion of Majestic Avenue at or near Louisiana Avenue be designated as Crown Street.

Councilman Eller moved that this petition be referred to the Director of Public Works for investigation and report. This motion was seconded by Councilman Adams and unanimously adopted.

PLANNING AND ZONING COMMISSION - REPORT

Mr. Anthony Redmond, on behalf of the Planning and Zoning Commission, reported that a hearing was held of all persons interested in the proposed housing project in the Grove Park section, at which meeting it was announced by the sponsors of said project that it had been abandoned. Mr. Redmond further reported that said residents had been requested to make a report to the Planning and Zoning Commission of any specific proposal they might have in regard to said section, in order that same might be presented to the City Council.

GROVE PARK PARKS AND PARKWAYS
PRESENTED TO CITY

Mr. J. G. Adams, Jr., as attorney for the Grove Park Commission, appeared before the Council for the purpose of making a tender and delivery to the City of Asheville of the parks, parkways and other facilities of Grove Park to become a permanent part of the park system of the City.

Councilman Brown introduced a resolution accepting parks, parkways and other facilities of Grove Park as a part of the park system of the City of Asheville for the use and benefit of the public, which resolution was, upon motion of Councilman Brown, seconded by Councilman Eller, unanimously adopted.

Mayor Morgan thanked the Commission for the confidence they have shown in turning over the responsibility of administering these facilities to the City of Asheville.

CLAIM - JAMES E. MOORE

Claim for damages to the property of James E. Moore was presented to the Council by James S. Howell, attorney.

Councilman Mulvaney moved that this matter be referred to the City Manager and Corporation Counsel for investigation and report. This motion was seconded by Councilman Eller and unanimously adopted.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE HON. MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:-

I herewith present claim to you and respectfully make demand for settlement, as provided by the Charter of the City of Asheville, relating to actions and claims against the City, as is specifically set forth in Section 149 of the Charter, of the City of Asheville, described in the Code of the City of Asheville, 1945 edition.

I am presenting this claim on behalf of James E. Moore, trading and doing business as Moore Furniture Company, #13 Biltmore Avenue, Asheville, North Carolina.

The facts in connection with this claim are that from the period of time from April 30, 1949 to May 2, 1949, certain water pipes of the City of Asheville, located in Biltmore Avenue, approximately in front of the store of the claimant, due to the fact that said pipes had become rusted and corroded, so that leaks occurred in the same, caused a large flow of water to pass from the pipes, located in the streets, under the west sidewalk on Biltmore Avenue, and down into the basement of claimant, due to the fact that the water pouring from the broken pipes belonging to the City, followed along exterior water pipes leading from the street to the basement of claimant.

Claimant contends that the City of Asheville was careless and negligent in not repairing said pipes, as the same condition has occurred on four or five previous occasions, and the officers and agents of the City of Asheville have been notified of said condition of the pipes, and have not corrected the same, said condition having existed months prior to April 30, 1949, and the City by the exercise of reasonable diligence and care could have repaired said pipes and prevented the flooding of the basement of claimant, which flooding caused damage to considerable furniture and fixtures stored in said basement; that claimant has had to expend money for repairs and removing the furniture and fixtures from his basement, on Biltmore Avenue, in order to minimize and reduce his damage, and has had to rent additional warehouse space in which to place his articles of furniture that were damaged, and has had to expend money for labor in removing the furniture and bailing the water out of the basement, and has been greatly damaged, as hereinbefore set forth, in the sum of $2,500.00, due to the carelessness and negligence of the City of Asheville, and its agents and employees, and on his behalf I herewith respectfully make demand for damages in the sum of $2500.00, as sustained by claimant.

Respectfully submitted, this the 12 day of May, 1949.

James S. Howell
Attorney for James E. Moore,
Trading as Moore Furniture Co.

TRAFFIC CONDITIONS

Councilman Brown brought before the Council the traffic situation on Coxe Avenue at the Sears, Roebuck parking lot and Commerce Street, and suggested that the traffic go out of the parking lot to Buncombe Street, turn to the right at Buncombe, and come back into Interurban.

Mr. James S. Howell urged that additional patrolmen be employed to patrol streets in residential areas which have become speedways.

There being no further business, the meeting was upon motion adjourned.

E. E. Morgan
MAYOR

Margaret Simmons
CITY CLERK

State of North Carolina
Department of Archives and History
Raleigh

CERTIFICATE OF AUTHENTICITY

This is to certify that the microphotographs appearing on this reel are true and accurate reproductions of the records listed on the target (title) sheet preceding each volume or series of records microfilmed hereon; that the records were microfilmed on the date and at the reduction ratio indicated; and that on the date of microfilming, the records were in the custody of the official or other individual listed on the target sheet(s).

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(Signed) H. O. Stout
Camera Operator

Date 7-10-73

NCDA&H

END

OF BOOK